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New-York Daily Times.

VOL. IV...NO. 1088. NEW-YORK, WEDNESDAY, MARCH 14, 1855. PRICE TWO CENTS.

THE LEGISLATURE IN THE METROPOLIS.

Visit to Randall's and Blackwell's Islands.

THE COLLATION, SPEECHES, &c.

In accordance with an invitation extended by the Board of Almshouse Governors, the members of the two branches of the New-York Legislature, the members of the two Boards of Common Council, and many other guests, accompanied by a majority of the members of the Board of Governors, assembled on the little steamer *Norwalk*, at the foot of Barclay-street, preparatory to paying a visit to the different institutions on Randall's and Blackwell's Islands.

Among the guests were Lieutenant Governor RAYMOND, Mr. PRUYN, Ex-Speaker of the Assembly, Judges CAMPBELL and SLOSSON of the Superior Court, JAMES G. GIBBS, Esq., Gen. P. M. WETMORE, PETER COOPER, Dr. PEET, and others. Speaker LITTLEJOHN was unable to be present, yesterday being the day appointed for his inauguration as Mayor of Oswego. About thirty-five of the members of the Legislature were accompanied by their ladies. DODWORTHS' Band favored the company with some of their best music.

The day was unfavorable for the occasion, the weather being quite cold. Before noon a disagreeable hail storm arose which made out door experience almost out of the question.

At 9½ o'clock the boat with a company numbering about 500 persons, left the pier, rounded the Battery, and proceeded up the East River to Randall's Island. Here a deputation of the boys, inmates of the Juvenile Asylum, numbering over 200, dressed in their sober grey uniforms and accompanied by their martial music and banners, received the company in true military style. The company was preceded by the boys to the school building. The upper department of the school was first visited, where an opportunity was afforded to judge of the proficiency of the pupils in the various branches of education. The children sang several songs in a manner highly creditable to themselves and their instructors. Masters WILLIAM HARRINGTON, WILLIAM SMITH and BARNEY MOORE recited appropriate addresses welcoming the Legislature to their visit. At the conclusion of their addresses, R. M. BLATCHFORD, Esq., addressed the children as follows:

CHILDREN: The Legislature of the State of New-York have long heard of you and have long desired to see you. By the invitation of the Ten Governors they enjoy at this moment the opportunity. They have witnessed the exhibition which you have made with indescribable pleasure. They have been delighted to see you, and as an expression of their feelings, around on this occasion, their hearts are filled with gratitude and their eyes with tears. You have been rescued, children, by the benevolence of the City of New-York, manifested through the Ten Governors, from poverty, from misery, from temptation, and, perhaps, from crime. You are placed in a situation where you have an opportunity for improvement—to prepare yourselves for a life of usefulness and activity. Diligence becomes you; your time is short—your opportunities are great; you have benefactors who are devoted to your interests and your welfare; learn strict obedience to their injunctions. If their rules seem rigid, if their discipline seems severe, submit to it with cheerfulness. It is for your best interest—it is for your welfare here and your happiness hereafter. Above all things let me inculcate upon you the spirit of truth. Let that regulate your actions wherever you go—in your associations with each other—in your sports and in your plays, and when you leave this benevolent institution let that be the polar star that shall guide you, and it will guide you to prosperity and happiness. There is not one of you, boys, who may not yet, by diligence and by application, become as much as we now are—a member of the Legislature of the State of New-York. Let a noble ambition influence your actions, and I hazard not much in saying that the great probability is, that more than one of those whom I am now addressing will occupy that distinguished position.

GENTLEMEN OF THE BOARD OF TEN GOVERNORS: We feel indebted to you for the opportunity we have had of visiting this institution. Great indeed are your labors and great are your responsibilities. You have rescued these innocent beings from the cold and livid charities of the world, and have warmed them into life and into hope. Persevere in your labors and your reward shall follow you. Nothing can sustain you in the gratuitous efforts which you are making from day to day, taking your time from your business occupations, but the possession of hearts which beat only to the pulsations of benevolence. Go on, gentlemen, in your occupation. You will enjoy here the consolations of an approving conscience, and you will receive hereafter the "well done" of an approving God. (Loud applause.)

Three cheers for the Legislature were then given by the boys.

The company next visited the primary department of the school, where the exercises were witnessed with equal interest. Some two hundred of the boys are organized into a company. They went through the manual exercises with wooden guns in a manner highly creditable to themselves.

The company next visited the new House of Refuge on the Island. The different wards, workshops, dining-rooms, kitchens, &c., of the institution were successively passed through. All of its departments were highly spoken of by all whom we heard express an opinion.

The visitors again embarked on the boat and were conveyed to the north end of Blackwell's Island. They were received here by Dr. RANNEY, the Resident Physician of the Lunatic Asylum, and by him were conducted through the different wards of the Asylum. They then proceeded to the new Workhouse. Mr. ELDRIDGE and Miss BERRY, the Superintendent and Matron of the Institution, received the company and conducted them through the various departments. In its economical arrangements, perhaps no Institution of a similar character in this country is superior to the Workhouse on Blackwell's Island. We heard but one opinion expressed relative to the matter, and that was highly commendatory.

At 5 o'clock the chapel of the Workhouse was opened, whose tables had been laid for nearly 600 persons. The beanstone collation was duly partaken of, after which Gov. TOWNSEND, who, in the absence of Gov. DRAPER, presided, gave as a toast,

The Senate of the State of New-York,

and called on Hon. HENRY J. RAYMOND to respond. Mr. RAYMOND arose amid loud cheering and said:

Mr. PRESIDENT: I beg leave, Sir, in behalf of the Senate of the State of New-York, which has just been complimented by the toast you have been pleased to give, to return to you their cordial thanks, not only for the courtesies extended to the Senate, but also for the invitation which has afforded them the opportunity to examine this day the institutions under your charge. (Cheers.) I believe, Sir, that I shall be fully warranted in saying for them that, under your guidance, they have attended upon the performance of the duty entrusted to them by you this month or more, and have returned to their homes with feelings of unalloyed satisfaction, and, I add, Sir, it is among the highest offices of a popular Government to dispense public charities to those who need; and the day will come, if there be anything in our civilization and Christianity upon which we so justly pride ourselves, when exhibitions of this kind will be considered the crowning glory of a national well being.—(cheers)—when, Sir, they will take the place of those triumphal exhibitions with which we are accustomed to greet those who return with glory from fields of carnage and war. (Loud cheers.)

I beg leave, Sir, to repeat the thanks of the Senate for your attention to them this day, and to assure you that they will return to their duties profoundly impressed with the importance of the work which you are here commissioned to do; and unless I am greatly mistaken, equally impressed with the admirable and efficient manner in which, under your charge and that of those associated with you, these duties are performed. (Loud cheers.)

As Mr. RAYMOND took his seat, loud calls were made for "DUKE," "MURRAY," "COLEMAN," "O'KEEFE," in the midst of which Gov. TOWNSEND announced in a loud tone, as the second regular toast,

The Assembly of the State of New-York,

and announced the name of some gentleman to respond to the toast. The loud calls were continued uninterrupted for several minutes, in the midst of which Councilman MCCONNELL, who was quite drunk and noisy, kept vociferating in a loud tone, "O'KEEFE." Ex-Alderman DODGE, who sat opposite to him, told him to "shut up." McCONNELL, upon this, made a spring at Alderman DODGE, saying, "D—n you—you tell me to shut up, will you." He was prevented, however, from doing Alderman DODGE any injury. In the meantime, ROBERT B. COLEMAN, Esq., of the Assembly, had arisen, and made numerous efforts to be heard.

A man named WOOD stood in the centre of the room, trying to yell down the others in order to get a hearing for Mr. COLEMAN. He refused to leave his seat until ordered to do so several times by Governor TOWNSEND. Mr. COLEMAN succeeded in saying a few words, the purport of which was that he only desired to introduce as the speaker, Mr. COLE of Steuben.

The confusion having partially subsided, Mr. COLE arose and made a few remarks commendatory of the charitable institutions of the City, and the gratification he had experienced in the visit.

As Mr. COLE took his seat, the confusion again arose. A Mr. DALY, who, we understand, is a doorkeeper of the State Senate, arose in the north side of the room, and said: "We want a toast on this side of the room, I give you WILLIAM H. SEWARD, New-York's noblest son, the man of our strength." Mingled hisses and cheers followed, amid which a voice cried out "three cheers for FRED. DOUGLAS." The confusion increased. The ladies, in the meantime, had began to leave the room. The next remark we heard was, "three cheers for the Know Nothings," which was uttered by a Mr. MOULTON, who, we understand, is a partner of JAMES W. BARKER. This was followed by yells, hisses and cheers. RICHARD B. CONNELLY, County Clerk, made a rush at Mr. MOULTON with his cane, and MOULTON vamoosed. Gov. DUER then arose and announced that the entertainment had been gotten up for a different purpose than to cheer any political party. Nothing further transpired in the dining Hall, except to comment on the actions of the individuals who had created the disturbance. The company then proceeded to the boat and were landed at the foot of Twenty-Sixth-street, East River.

LATEST INTELLIGENCE

By Telegraph to the New-York Daily Times.

The Expected Steamers.

BOSTON, Tuesday, March 13.

The New-Brunswick line ceased working this afternoon, but *via* Quebec we have Halifax dates to 8½ o'clock this evening, at which time the weather was fine and clear, but nothing heard of either the *Pacific* or *Africa*. From some unexplained cause, after getting through the above dispatch, the Quebec line closed for the night.

New-Hampshire Election.

CONCORD, Tuesday, March 13.

The vote for Concord is: For BAKER, 774; METCALF, K. N., 1,004; BELL, 120; Scattering, 53. Ten Know-Nothing Representatives are chosen in Concord, with the assistance of the Whigs and Free-Soilers.

Manchester gives BAKER 671, METCALF 1,015, BELL FOWLER 29, and sends 14 Know-Nothing Representatives. Some 30 towns in Rockingham, Strafford and Hillsboro' Counties show just about the same relative vote for Governor, and with only two exceptions have elected Know-Nothing Representatives. These votes indicate that "Sam" has swept New-Hampshire as clean as he did Massachusetts, electing the Governor, Legislature, members of Congress, and all.

The vote of Portsmouth is for METCALF, 790; BAKER, 566; BELL, 61; FOWLER, 1.

In some twenty cities and towns the Know-Nothings have elected 97 Representatives; the Democrats 18, and the Whigs 2.

Three Anti Administration members of Congress are probably elected.

Governor BAKER is badly beaten, and there is no question but what METCALF has been elected by the people.

For members of Congress there was but two tickets in each district,—the Democratic and the Opposition,—and the latter are believed to be elected *in all three Districts*. The same remark applies also to State Senators in most of the Districts.

Complete returns from sixty-five cities and towns give METCALF, K. N., 12,844; BAKER, Dem., 9,168; BELL, Whig, 1,345; FOWLER, Free-Soil, 289.

Incomplete returns from some forty other towns do not essentially vary the complection of the above returns.

The vote of Nashua is, for METCALF, 1,022; BAKER, 473; BELL, 169; FOWLER, 25.

CONCORD, Wednesday, March 14—1 A. M.

Cheshire County has gone strong Know-Nothing The Democrats here give up the election. METCALF has probably a majority of 3,000. Three anti-Administration members of Congress are certainly elected.

DREADFUL ACCIDENT.

CONCORD, N. H., Tuesday, March 13.

In Meredith village, this forenoon, while citizens were balloting for Moderator in the new Town Hall, the floor fell in, precipitating about three hundred people eighteen feet, upon stones and rubbish beneath. GEORGE CLARK, JOHN O. M. MEAD, JOHN LEAVITT, HIRAM PLUMMER, R. C. TUTTLE and THOMAS EASTMAN were so badly injured that slight hopes are entertained of their recovery. Forty-six others were taken from the ruins, many of them with broken limbs and other severe injuries. Two persons were reported dead when the train left.

Virginia Know-Nothing Convention.

WINCHESTER, Va., Tuesday, March, 13.

The State Convention of Know-Nothings to nominate State officers met to-day. The attendance is large, and it is thought the Convention will continue in session through to-morrow. The proceedings have been kept entirely secret thus far.

Ohio River.

WHEELING, Tuesday, March 13.

River rising, with 13 feet, 8 inches water in the Channel. We have been visited by heavy rains.

Marine Disasters.

BOSTON, Tuesday, March 13.

The ship *Hudson*, from Savannah for Boston, went ashore on Saturday on Brewster Flats, Cape Cod, and had twelve feet of water in her hold yesterday. Ninety-five bales of Cotton had been taken out by the schooner *Waldron*, HOLMES, arrived here. The vessel lies easy, and will probably be got off, the weather continuing good. The crew all saved.

At Provincetown the gale was heavy. The schooner *Eutaklah*, from Norfolk for Boston, went ashore near Race Point. All the hands were drowned. The vessel and cargo, with the exception of sixty barrels of tar, proved a total loss.

The brig *Cicdian*, from Matanzas for Boston, went ashore near Cape Cod Light. Crew saved, but the cargo, consisting of Molasses, is nearly a total loss. The vessel may possibly be got off.

The schooner *Caroline Grant*, from Cardenas for Boston, went ashore near Bellingale Light. Crew saved, and the vessel and cargo probably saved.

A bark, name unknown, from New-Orleans for Boston, is ashore near Nauset Light. Crew saved. Vessel lost, but part of the cargo will be saved.

Another bark, unknown, but supposed to be the *Edista*, from Charleston for Boston, is ashore on the back part of Orleans. Her situation is not known.

The schooner *Morning Star* capsized in Barnstable Bay and drifted ashore. The crew were saved. The other schooners known to be in the Bay when the gale commenced are missing still.

The bark *Edista*, from Charleston for Boston, with a cargo of cotton, rice, &c., is ashore on Orleans Beach, lying high and dry. It is thought she will be got off without much damage, and that her cargo will be saved in good order.

She schooner *Lillie Rich* is ashore at Barnstable. Her crew and passengers are safe. She will be got off with but little damage.

The bark *Murillo*, from New-Orleans for Boston, is ashore at Nancet, and has bilged. Her masts are gone. Her cargo will be partly saved.

The schooner *J. C. Bowley*, from Norfolk, is ashore in Barnstable Bay. Her crew are safe.

Weather in Boston, &c.

BOSTON, Tuesday, March 13—1 P. M.

The barometers indicate an approaching gale. Wind northeast.

Thursday, April 6, has been appointed for a day of fasting and prayer in this State.

Man Found Dead.

TROY, Tuesday, March 13.

JAMES HIGGINS was found dead this morning on the ice under the railroad bridge over the Hudson River. It is supposed that he fell through the bridge last night.

Ship News.

NEWPORT, R. I., Tuesday, March 13.

Arrived bark *General Hammond* from Philadelphia for Boston, brig *Shot Anchor*, CROCKER, from Wilmington for Boston *via* Holmes' Hole. Left latter place 9th of March, and on Saturday, at 3 o'clock A. M., bearing South by East, twenty miles off Cape Cod, encountered a northeast gale and lost foretopmast, jibboom, foreyard, and all the head sails, rigging, &c., and part of the deck load, consisting of naval stores, &c., and having sprung aleak, is required the constant use of both pumps to keep her free. Also arrived schooner *Wilmington*, NELSON, from New-York for Newburyport, with sails split and loss of deck load of molasses.

Markets by Telegraph.

NEW-ORLEANS, Friday, March 9.

We have no change to report in our COTTON market. The sales to-day amount to 2,500 bales, and the sales of the week have been 26,000 bales. The receipts at this port less than those of last year at this time are 40,000 bales. The stock, including that on shipboard, is 110,000 bales. COTTON—Prime is selling at 10½c.@10¾c. ℔ lb. The stock on hand is 42,000 bags. BACON—Sides are 7½c. ℔ lb. FREIGHTS—Cotton to Havre, 12-16d.

LONG ISLAND.

☞ Hon. JOHN T. BERGEN, formerly a Representative in Congress from Brooklyn, and at another time Sheriff of Kings County, died at his residence in Batavia, Genessee County, on the 9th inst., aged 60.

☞ The Benevolent Association of the Church of the Holy Trinity, Brooklyn, have collected for charitable purposes, during the past year, $6,678, most of which sum has been paid out.

Kings County Court of Sessions.

The Spring Term of this Court commenced yesterday in Brooklyn. On the bench, Hon. Henry A. Moore, County Judge, and Justices Stryker and Emmons. The Grand Jury was empaneled and retired to their labors. After the arraignment of several prisoners by John Winslow, Esq., Assistant District Attorney, there being no case ready for trial, the Court adjourned.

NEW-JERSEY.

Hudson County Bible Society.

A quarterly session of this Society took place at Hudson, Monday afternoon, in the M. E. Church, Rev. C. K. IMBRIE, *President*, presided. Rev. Messrs. VAN CLEEF, ADAMS, PARKER, LOYD, VERBINDER and STRONG, took part in the proceedings. In the evening there was a public meeting, at which Rev. Mr. STRONG, and Rev. Mr. VAN CLEEF, delivered addresses.

The Sunday Law.

WILLIAM D. STIVERS, proprietor of a book store and news depôt, in Jersey City, was fined $5 by the Recorder, on Monday, for selling Sunday papers on *four different Sundays*.

The Court of Claims.

From the National Intelligencer, March 13.

The importance of this new tribunal, established at the seat of Government, very naturally made the public solicitous to learn the character of the gentlemen selected by the President to fill the three Judgeships, and we are glad to understand that all the information on this head which has transpired is highly satisfactory. The following very favorable notice of one of the Judges is found in the Boston *Courier*:

With all the appointments of President PIERCE we have not been wall pleased; but we have endeavored to turn towards him a candid countenance and to avoid a merely partisan opposition. And in this spirit we have to express our great and entire satisfaction in one of his recent appointments, that of Chief Justice GILCHRIST, of New-Hampshire, to be the Chief Justice of the new Court of Claims at Washington. A better nomination could not have been made. Judge GILCHRIST is a man of about forty-six years of age, a graduate of Harvard College, of the class of 1826, a thorough lawyer, an excellent magistrate, a sound scholar, and a gentleman. He was never an ardent politician; and, having been at an early age elevated to the bench, his training and discipline have been mainly judicial, and such as eminently to qualify him for the post to which the President has appointed him. His published opinions, now extending over many volumes, have given him a high rank among the judicial minds of the land. The country may repose with the utmost confidence in his learning, his discretion, his capacity, his uprightness and his impartiality. He will do nothing and let nothing undone through fear or favor. Endowed thus moral and intellectual qualifications, he has another mainly the result of temperance, and that is, an unbended patience.

In addition to the above, we have been glad to hear, and take pleasure in stating, that the President's selection has been equally judicious and fortunate in the other members of the Court. It will, therefore, in every point of view, be a tribunal before which the highest members of the bar can appear with pleasure.

THE POOLE MURDER.

Interview between the Attorney-General and City Judge.

ATTEMPT TO PROCURE A STEAMER.

FAILURE OF THE AUTHORITIES.

THE PUBLIC CALLED UPON TO ACT.

ACCUSATION OF PERJURY.

In compliance with a note forwarded by Judge STUART on Monday evening, Captain BARRY, of the steamship *Nashville*, visited the City Judge yesterday morning. After being informed that it was desired to engage his vessel for the pursuit of BAKER, the Captain replied that he had just concluded a contract with Mr. COLLINS to take a trip to Liverpool, *in place of the steamship Pacific*, which is now over due at this port. He expressed his regret at not having received his note before, and said he would have entered into the arrangement with pleasure, for no other recompense than to be remunerated for the actual cost of the passage.

As yet, the Chief of Police, nor any of the authorities, with the exception of Judge STUART, appear to have taken any active interest in tracing out the whereabouts of BAKER. The Judge has done all that lay in his power, and having no possible means or authority to go ahead and incur an expense of $20,000, he is brought to a stand still, and will be obliged, although knowing full well, as he does, the destined hiding place of the murderer BAKER, to allow him to go free. Therefore if the public wish to see BAKER arrested, brought back to this City, and punished, they should not lose a moment.

Collector REDFIELD of this port has the power to dispatch a Revenue Cutter in search of the brig *Isabella Jewett*, but it would be almost useless, as a *Revenue Cutter is a sailing vessel like the Isabella Jewett, and subject to the same changes and adverse winds*. Added to this the brig has several days the start already, and in all probability a cutter would not reach the Island in advance, if indeed as quickly as the *Jewett*. Judge STUART is anxious that a mass meeting should at once be called, for the purpose of ascertaining the views of the public in relation to the propriety of incurring the expense of chartering a steamer.

During yesterday Judge STUART consulted with Mayor WOOD in regard to the matter of pursuing BAKER with a steamer, and his Honor offered every assistance in his power. Judge STUART had an interview with Attorney-General HOFFMAN yesterday afternoon, and he advised the charter of a steamer as speedily as possible, to cruise after the fugitive.

An inquiry is now pending before Judge STUART respecting a charge of perjury against a butcher named JAMES IRVIN, who will be arrested to-day. Affidavits of several persons have been taken, all of which accuse him of the crime alleged.

NO MONEY TO CHARTER A STEAMSHIP.

The extraordinary efforts that have been put forth to trace the whereabouts of BAKER are in a fair way of sinking. Judge STUART labored assiduously until he ascertained, *positively* where BAKER had fled, and it now appears that the City authorities are not authorized to pay the expenses of a steamer to pursue the culprit. We annex an official document from the Judge, which fully explains the whole matter:

STATEMENT.

Judge STUART was engaged during all of yesterday in regard to negotiating with different steamship companies for the charter of a steamer to pursue BAKER, and is unable to procure a vessel for a less sum than $700 per day, or in the aggregate $20,000 for the entire voyage. (It can be performed in one month.) Commodore VANDERBILT proposes to dispatch the new steamer *Magnolia* on these terms, which will merely cover the actual expenses of running the vessel and paying the insurance. It will take at least thirty days to make the trip. The chances of overhauling the brig *Isabella Jewett* will be very slim, as in that region the sail-craft might be a few miles to the East or West, and the steamer would run by her. Experienced sea captains, who have traded along the Spanish Main, are of this opinion, and there is but little doubt that a steamer would be compelled to run direct to the port of the "City Palmos." Now, the question arises, *how are these heavy expenses to be paid?* The Mayor has assured Judge STUART that *he will stand by him in all his actions respecting the procurement of a steamer*, but the Mayor has no power to contract a debt on account of the City. The Comptroller has no authority, neither has the Recorder nor City Judge. Hence, there is no means or power vested in the City authorities to meet the immediate expenses necessary to pursue the murderer. The only way, therefore, that the arrest of this culprit can be effected, is for the people themselves to act in the premises, and either call a mass meeting or start a subscription to raise the required amount. It will take the brig *Isabella Jewett twenty-eight days* to reach her place of destination, while a steamer can run down there in *eleven or twelve days*. In view of these facts, it will be time enough to put a steamer to sea the last of this or the first of next week. Those feeling an interest in the matter can consult with Judge STUART, or His Honor the Mayor.

MORRISSEY RECOMMITTED.

We were informed last evening that Coroner HILTON had recommitted JOHN MORRISSEY to the Prison attached to the Chief's Office, to await the result of the POOLE murder inquisition, pending before him.

THE ACCESSORIES NOT BAILED.

Councilman KERRIGAN, LYNG, and the other accessories to the murder of POOLE, are still confined in the Tombs, not being able to procure the $10,000 bail.

We are glad to learn that Mr. GRAY, Warden of the City Prison is very strict in regard to the admission of visitors to see these offenders. Yesterday a City Father was refused admittance to see KERRIGAN until he procured an order from Judge STUART.

THE POLICE OFFICERS SUSPENDED.

Officer JOHN RUE, attached to the Police Department, who was present on the night of the *first affray* at Stanwix Hall, has been suspended by the Mayor from duty and pay, and will be tried by the Police Commissioners at an early day. The Mayor has no power to dismiss an officer, no matter what the offence may be; the law allows him a trial, and the right to employ counsel.

Officer DANIEL LINN, now under arrest for participation in the escape of BAKER, has also been suspended from duty and pay, and will also have a trial. The same course will be pursued by the Mayor with any other policemen found to have been in any manner concerned in the affair.

THE ERIC ISABELLA JEWETT—CORRECTION.

NEW-YORK, Tuesday, March 13, 1855.

To the Editor of the New-York Daily Times:

DEAR SIR: Allow us to correct an error in your paper of this morning.

The brig *Isabella Jewett*, in which it is supposed that BAKER took passage for Palmos, is not owned by us, we only having furnished her cargo of lumber, which she took on board while lying at our lumber dock at Jersey City.

ADAMS, MCGRAW & CO., No. 115 Wall-street.

A BIOGRAPHY OF POOLE.

To the lives of GREELEY, WILSON, and BARNUM, is now to be added the life of WM. POOLE. Already a publishing house have *in preparing* the material for the latter.

NEW-YORK CITY.

New-Arrival of the Pacific—The Nashville to Sail in Her Place.

We understand that Mr. E. K. COLLINS has made a contract with the owners of the steamer *Nashville*, for her to take the place of the *Pacific* which should sail to-day. The *Nashville* is a noble sea vessel, and will leave at the regular hour from the wharf foot of Canal-street, North River.

The Hard-Shells.

A regular monthly meeting of the "Young Men's Democratic Republican General Committee," was held at No. 663 Broadway last evening; G. GONFREY GUNTHER presiding. A committee of three was appointed to make arrangements for procuring permanently, suitable rooms for the meetings of the Club, and the committee on by-laws reported progress. After the transaction of the above business, the members generally amused themselves with some very facetious remarks at the expense of the recent Tammany Hall "fusion meeting," and Soft-Shells generally, and then adjourned.

Farmers' Club.

A regular meeting of the American Institute Farmers' Club was held yesterday. Sixty-five members were present. Judge LIVINGSTON occupied the Chair.

BOOKS FROM FRANCE.

The Secretary, HENRY MEIGS, Esq., announced the receipt by the American Institute, from M. VATTEMARE, of twelve thick quarto volumes, beautifully illustrated, of the proceedings of the French Society for the advancement of National Industry. From one of the volumes, Mr. MEIGS read an interesting extract, showing the efforts now being made in France to encourage the erection of buildings of incombustible materials.

Prof. MAPES, President PELL, Dr. WOODBURY and others discussed the important question, "The Proper Method of Draining Swamp Lands," illustrating their plans on the black board. The "draining tools" used in England for that purpose and with such great success were highly commended. By means of these tools, with drains four inches wide, and of sufficient depth, swamps centuries old, to the north of London and in Lincolnshire, have been reclaimed, and rendered fertile and healthy. The Government encouraged the reclamation of the swamp lands of the Kingdom by loaning out draining tools, on a mortgage on the property to be reclaimed, with so much profit to all parties that private companies have been established on the same plan. [A set of draining tools such as is used in England will be on exhibition at the next meeting of the Club on Tuesday.]

Some remarks were also made on the mode of cutting asparagus, by Mr. MEIGS and others. The speakers said that this vegetable should be cut just before it has grown above ground, as it will then all be perfectly white, tender and palatable, (although not so highly flavored,) and not hard and green as the bottom, as it generally is when not cut until after it has grown above ground.

Other statements, bearing on agriculture, were made, and the fact stated that land had been trenched six feet with profit.

Trade Sale.

BANGS BROTHERS commenced their Spring Trade Sale yesterday—their Sixty-first. The Catalogue, which covers 382 pages, octavo, opened with the invoice of A. S. BARNES & Co. The prices obtained during the day and evening were rather below than above the average. The books sold were those of the English poets, and standard prose works. The attendance at the rooms during the evening, (which is usually the best time for seeing the Trade Sale in full vigor,) was much affected by the extreme unpleasantness of the weather. Prices were paid in some instances at very low rates,—as MILTON for 40 cents; CHEEVER'S Poets of America, 32½ cents; PARLEY'S Fables for 9 cents; Cookery for 1½ cents; SHAKESPEARE from $1 35 to $2 05 per volume, (complete;) YOUATT on the Horse (8vo.) sold for 65 cents. JASPER HARDING'S invoice was the last on the list of yesterday.

The sale of the extensive Catalogue of the HARPERS takes place this morning. The HARPERS are at length enabled to offer new editions of the larger portion of their Standard Works, of which their whole stock was destroyed in the recent fire. The list of school and text books, comprises the greater part of their former Catalogue. Those who have suffered inconvenience from the impossibility of procuring books, have now an opportunity of purchasing, probably at prices considerably below the usual rates. In addition to the reissues, we observe on their Catalogue a goodly number of valuable Works never before published, which will command attention. Among them is Dr. PRIME'S new Book, on *Europe and the East*.

Vigorous Onslaught upon Street-walkers.

A posse of the Fifth Ward Police, under direction of Captain CARPENTER, have made a descent upon a number of infamous dens in Church, Leonard, Reade, and other streets of that and other Wards, the inmates of which places are in the nightly practice of parading the streets to the great annoyance of respectable citizens. In relation to this matter, Captain CARPENTER makes the following report:

"The citizens in White-street, between Church and Broadway, have long been pestered with lewd women cruising up and down the street, frequently collecting five or six together, near Broadway, and using the most obscene language, as well as accosting every man they meet, but like crows they are hard to catch, for one always acts in the capacity of sentinel, to give warning when an officer approaches, and when one comes in sight they scatter in all directions. The ordinary mode failing, I resolved to put extra men on the post, disguised in citizens dress, with orders *to arrest every girl they saw speak to a man*. These arrests are the result of this plan. It is my intention to follow it up every night, not only in White-street, but in all the streets that are now rendered impassable by the frail creatures for a respectable man and his family.

"In connection with this subject, I wish to state that we would be very much relieved of these depraved characters at night, if some stringent measures could be adopted to prevent equally depraved young men, and frequently old men, from stopping on the corners of Reade, Duane, Leonard, White, Walker and Anthony-streets and Broadway, for no other purpose than to encourage the women in their disorderly conduct. Whenever an officer comes in sight all is quiet, but the moment our backs are turned obscene language is used, and frequently respectable people are put to the blush by their conduct. I have no hesitation in saying, that these men who call themselves respectable, are full as bad as the unfortunate females. I have frequently asked advice from higher authority if one had the power to arrest the corner-men, as inciting or aiding others to disorderly conduct, but I could never get such information as to warrant the attempt when a specific illegal act could not be charged."

The parties were all committed to Prison in default of a fine of $5 each.

☞ The Children's Aid Society acknowledge the receipt of $256 04 for Industrial Schools; being the proceeds of an amateur concert at Stuyvesant Institute, per Mrs. A. WETMORE.

☞ CORNELIUS MATHEWS, Esq., is to lecture on "Americanisms," on Friday evening, before the Alumni Association of the University.

☞ A new time-table went into operation on the Erie Railroad yesterday.

☞ Large sales of real estate were made yesterday at the Merchants' Exchange, at fair prices.

Germans from the City.

Yesterday we published a [illegible] dispatch received at the Mayor's Office from Oswego, requesting that no more Germans should be sent to work on the canal.

We are informed by Mr. CORNELL, of the firm of MORRIS & CORNELL, keepers of an employment office at No. 297 Broadway, that the difficulty at Oswego is caused by a strike among the laborers.

On Thursday last, he says, they sent one hundred Germans from this City to work upon Mr. BALDWIN'S branch. These men were to go to work on Monday, according to agreement.

The Irish hands, however, had struck for higher wages, and induced the Germans to join them. They were receiving seven shillings a day, but wanted one dollar. The contractor refused to comply with their demands, and the work was stopped.

Mr. BALDWIN said that he would give a dollar a day as soon as the frost was out of the ground. If the Germans should persist in their refusal to work, the contractor will lose the cost of their transportation, amounting to between five and six hundred dollars.—*Evening Post.*

A Curious Offer.

The following communication was received yesterday by Mayor WOOD:

MARCH 13, 1855.

Hon. MAYOR WOOD—*Sir*: I noticed in the New-York *Evening Express* of the 12th inst. the case of seduction occurring in Fifth-avenue, said to have been lately reported to you. The seducer reported to be a wealthy retired merchant, &c. You are no doubt familiar with the case I refer to. I have a proposition to submit which can settle the difficulty and relieve all parties, and hush the matter up for ever. I will marry the girl on condition that she be given $5,000 to be invested in her name in a farm upon which we will settle. I want it to have the money secured to her; I am worth about $3,000; am a bachelor; of good character; an American; fair in appearance; have been for farming and understand the business. Can give the best of reference as to character; my habits are moral and temperate. The proposition is a fair one and made in good faith.

If you can bring about a settlement of the affair in this way, it will be no doubt pleasing to all parties. This is no hoax, but a *bona fide* proposition.

Arrest of Pickpockets.

The crowded state of the streets on Sunday, in consequence of the funeral procession, was made the occasion of many of the light-fingered gentry practicing their vocation. Officers ALLISON and CLARK, of the Chief's special corps, brought JOHN WILLIAMS, MICHAEL KELLY and JAMES BURNS before Justice OSBORNE on Monday, upon a charge of wandering about the City without any occupation, and being in the habit of stealing. Complainants saw them on Sunday attempting to pick the pockets of several persons in the crowd witnessing the procession, and they were in the act of picking a person's pocket when arrested. ROBT. MCLEAN and HIRAM HOBBY were subsequently arraigned on a similar charge. The accused were sent to the Penitentiary for two months.

Treatment of a Child.

Among the complaints entered upon the Mayor's Book, yesterday, was one of a mother, who had placed her infant in care of parties in Division-street, to be nursed. After the child had remained in their care for three days and nights, the complainant visited the place, and found her infant (five months old) drugged, and in a filthy condition, lying on a shelf, completely neglected. A few days afterwards, in consequence of this treatment, the child died. Part of the money for its support had been paid in advance.

"Brass Knuckles" Found Upon a Thief.

ISAAC SCHWARTZ, a young German, was brought before Justice OSBORNE yesterday, to answer a charge of stealing pieces of lawn from a store by concealing them under his cloak. Upon searching him, the officers found upon him a set of the "brass knuckles" that are freely used by fancy men. The apparatus consists of four massive brass rings, attached to a plate of similar material, intended to cover the second joints of the fingers—the blow admirably fitting the palm of the hand. The knuckles thus guarded, a blow inflicted by the party so gloved would be of a very serious character. The accused was committed, in default of $300 bail.

The New Judge.

Judge COWLES, appointed by Governor CLARK to fill the vacancy in the Supreme Court, was sworn in yesterday, and took his seat. Judge COWLES is a man between forty and fifty years of age.

☞ JAMES SANDFORD, Esq., son of the late Judge LEWIS D. SANDFORD, and a member of the bar of California, and CHARLES K. GRAHAM, a brother of the late DAVID GRAHAM, were admitted yesterday to the Bar of this State.

Correction.

PHILADELPHIA, Tuesday, March 6, 1855.

To the Editor of the New-York Daily Times:

In your paper of the 5th instant you state that Mrs. TRIST, grand niece of THOS. JEFFERSON, is the teacher of a school in Washington, D. C., which permits me to correct. Mrs. TRIST is the principal of a very select school for young ladies in Philadelphia.

Speculations in the Legislature.

To the Editor of the New-York Daily Times:

The *Herald*, of March 11, says the last dodge of the Wall-street speculators is the application for a charter to incorporate the New-York and Brooklyn Ice Company. Perhaps the *Herald* is not aware that this project does not originate in Wall-street, and that Wall-street scarcely knows of the existence of such a project. It is a wonder that a paragraph so enlightened as the *Herald* either pretends to be, does not know that the *people*, the ice consumers, are at the bottom of this movement, in opposition to monopoly, and to give them priceless boon, cheap ice, to the people.

The *Herald* and the "Ice Dealers' League," may disguise the fact as they may, this plan of the *formation of an Ice Company* in opposition to the present outrageous monopoly in the business, emanates from the people, is of the people, and the people will sustain the measure. The *Herald's* statement is undeniably correct, that any one can collect ice and sell it in the New-York market, but the moment individual enterprise undertakes this branch of trade, the old established companies, having vast wealth at command, can afford to sacrifice any amount of means to crush a rival out of the business; whereas, if the People's Company is established, their collective strength will be greater than that of a few individuals; in fact, so strong that monopoly cannot crush them out.

The formation of the Company is not to create a monopoly, but to destroy one. There are no Wall-street stock jobbers engaged in this enterprise; but men of long experience, who have spent years of toil and expense to build up this business, and have been crowded out of it by the present monopoly. The ice commerce with the oldest ice dealers in this City at their back, are at the head of the movement in opposition to the present outrageous monopoly. Another

NEW-YORK CITY.

THE SARDINIAN FRIGATE DES GENEYS.

The Condition of Her Passengers—Further Proceedings Concerning Her.

The passengers of the Sardinian frigate *Des Geneys* were landed on the 9th inst. at Staten Island, and are now in our City. They are represented by the Health Officer at Quarantine, as being according to the most reliable information he could obtain, for the greater part imprisoned for political offences, some for a longer and others for a shorter period of time—from several days to eight months. Most of these are without any means whatsoever, while others have considerable property. Their external appearance is that of respectable men, and they are all in good health, with the exception of three, two of whom were sick before embarking on board the frigate. These exiles are mostly mechanics; almost every useful trade is represented—even a clergyman and a literary man, (as he styles himself,) are to be found among their number. Some eight or nine are entered on the passenger list as ex-soldiers. These latter are from Austria. The balance are from almost every country on the Continent of Europe.

On their arrival here, each of these unfortunate exiles was furnished by the Marquis JH. VALERIO, the acting Consul General of Sardinia in this City, by order of the Government he represents, with 30 francs. We are informed by the Consul that some fifteen of them have procured employment here, and are now earning a respectable livelihood.

The *Des Geneys* sailed from Genoa, and was about seventy days on the passage, having encountered very rough weather. At one time she was within two hundred miles of this port, but was driven back by adverse winds. The pilot who had charge of her says she is a remarkably fast sailer, and exceptional everything that carried sail when coming up the bay. The frigate is now lying in the stream, off the Battery, and will soon return to Genoa, with a cargo of 8,000 barrels of flour. Her commander's name is BALDASSERE GALLI DE MANTERA, and she is consigned to JH. VALERIO, the acting Consul General. She will not come to the dock—the officers being apprehensive lest her crew, which is small, may feel disposed to desert, and a difficulty might arise in getting a complement of men, as the vessel does not intend returning again to this port.

The whole number of passengers brought by the frigate was sixty-five, of which number fifty-eight were sent by, and at the expense of, the Sardinian Government.

BAPTIST MISSIONS.

AMERICAN BAPTIST MISSIONARY UNION.

Special Meeting of the Board of Managers.

The Board of Managers of the American Baptist Missionary Union, pursuant to a call from the Executive Committee, assembled for a special meeting in the Lecture-room of the Tabernacle Baptist Church, Second-avenue, yesterday morning.

Rev. Dr. LATHROP, in the absence of the Chairman, called the meeting to order, and nominated Hon. JAMES M. LINNARD, of Pennsylvania, as Chairman *pro tempore*, which being duly approved of, that gentleman accordingly took the Chair.

The roll was called, and a very full attendance of the members was found to be present. Among them were the following:

CLERGYMEN.—J. C. Foster, G. W. Samson, A. P. Mason, E. G. Leonard, H. F. Dexter, L. Porter, G. Kempton, J. H. Kennard, R. C. Mills, E. Lathrop, L. Heydon, J. C. Hamsin, H. Miller, V. R. Hotchkin, S. J. Drake, S. D. Phelps, E. L. Magoon, S. H. Cone, W. R. Williams, J. Dowling.

LAYMEN.—James Boyce, Saml. Colgate, James M. Linnard, D. M. Wilson, Thos. Watson, Wm. A. Coats, C. D. Gould, D. Sanderson, Wm. Buckhall, F. P. Kimpton.

Prayers were offered by Rev. E. T. WELCH, D. D., of New-York, and Rev. J. H. KENNARD, of Pennsylvania.

Letters from absent members were submitted and read. The Secretary was authorized to designate an assistant for the present session, and named Rev. Wm. H. SHAILER, D. D., of Maine.

On motion of Rev. Dr. LATHROP, the Board voted to meet daily at ½ o'clock A. M., with a recess from 1 to 1½ o'clock, and then continue in session till 4½ o'clock.

A communication from the Executive Committee, in regard to the occasions and objects of the meeting, was laid before the Board by Rev. Dr. BRIGHT, Home Secretary, and, on motion of Rev. Dr. PORTER, it was laid on the table for the present.

Ministerials of the Union, past and present, and Members of the Union specially invited to attend the meeting, having been announced, the following persons so invited were found to be in attendance:

MISSIONARIES.—Rev. T. Mason, D. D.; Rev. W. Dean, D. D.; Rev. J. G. Binney, D. D.; Rev. H. Howard; Rev. S. M. Osgood; Rev. W. Moore.

MEMBERS.—Rev. B. T. WELCH, D. D.; Rev. R. Babcock, D. D.; Rev. W. Hague, D. D.; M. B. Anderson, LL. D.; Rev. A. Ten Brook; Rev. J. S. Swan, Rev. M. S. Clark.

The members of the Executive Committee present were Rev. BARON STOW, D. D., and Rev. HENRY J. RIPLEY, D. D.

A paper from the Executive Committee was read by the Foreign Secretary, Rev. Dr. PECK, on "the mutual relation of this organization and its missionaries, in the extent to which they are, or should be subject to regulations or instructions proceeding from the Board, or its Executive Committee with regulations actually established and in force,"—this paper having been prepared in accordance with notice passed at the last annual sessions of the Union and the Board.

The communication from the Executive Committee, on the occasions and objects of the meeting, read by the Home Secretary and laid upon the table, was taken from the table on motion of Rev. Dr. CROSS.

Prayer was offered by Rev. G. S. WEBB of N. J., and the Board took a recess.

At the termination of the recess the Board was called to order, and prayer was offered by Rev. Dr. BABCOCK.

The Home Secretary then read documents pertaining to the doings of Councils in Burmah—first in the case of Rev. ELISHA L. ABBOTT, (deceased) late Missionary of the Union, against whom very serious charges were made, and circulated throughout the country. The documents consisted of very lengthy communications from Rev. Messrs. VINTON and KINGSBURY, of the Picone Mission, Burmah, who strongly urged the charges of habitual drunkenness, gambling, licentiousness and infidelity against Mr. ABBOTT. The meeting is especially designed to investigate these charges, and set them before the public in a proper light; also to consider matters of importance pertaining to the Missions in Burmah, and the relation which the missionaries sustain to the Union, the work of the Deputation, the report of the Missionary Convention in Maulmain, and the course to be pursued with missionaries who decline to be governed by the direction of the Executive Committee.

At 10 o'clock, it was on motion resolved to extend the session till 5 o'clock, for the purpose of reading for the Board the Report of the Committee in reference to the Second Council, held in Burmah.

The Board adjourned till this morning.

Increased Wages.

The Dire Curiosity Benevolent Society has given notice that the rate of wages, after May 1 will be $1 50 per day for 10 hours. The Journeymen Hands-Painters are still standing out for the rate established by themselves in April, 1853.

☞ It is intimated that Dr. WHITEHOUSE, formerly Rector of the Theatre in this City, is about to resign his office of Episcopal Bishop of Illinois; and that he is about to publish a volume, historical and explanatory.

Sidney Smith's Lecture Before the Alumni Association.

The District Attorney on Friday night had a private interlude in the University Chapel, upon occasion of delivering a lecture before the Alumni Association of the New-York University. Mr. HALL commenced with a few prefatory allusions, in a humorous way, to the effect of locality upon thought, action and language, remarking, that finding himself in a pulpit for the second time in his life, the audience must not think it strange if he borrowed some of the method and style of the preacher, and possibly inflicted a dry sermon. He had not the vanity to suppose he could instruct, but he could kaleidoscope (so to speak) old facts, familiar theories, in various shades of light. His text would be found in the second verse of the second epistle of *Pope's Essay of Man*, "The proper study of mankind is man." He should not refer to anthropology or Prichard, nor argue a universal truth after the manner of some divines, who insist on mathematically squaring revelation, or some lawyers, who could never refer to the law's letter without parading their whole alphabet. He would only illustrate. The line has not a bit of sparkling alliteration, nor a bridge to cross the chasm of rhyme. POPE never wasted thought-ammunition in charging his poems, because poetry discharged on that principle of sound always recoiled. Nor did he enter the lists with my Lord BOLINGBROKE, in ethical matters, merely to gingle spurs. The age of POPE's birth was the landmark between the ages when mankind studied man to little purpose, and that when to great ends. It was doubtful if POPE at all referred to the study of man physiologically as well as pachycologically, but that study even was neglected. When pursued often it was to the neglect of the mental. He instanced a variety of persons in this category. Some men mistook the annoyances of dyspepsia for the goadings of conscience. He dissected the mere dandy who had only gone to school to learn from history what station were most becoming beards, or from geography of the land of prima donnas, or from chemistry a Paphian lotion, or from Mathematics how to curve his hat. The lecturer then spoke at some length how a study of mankind would benefit such a man. He defined it an attentive remembrance of man in history and biography and close observation of men's views and actions and habits with a view to general results; finding out the better parts and assuming men to try to do what is right unless proven guilty, taking the average of all concurring passions, feelings and actions in the greater number as test truths by which to study those who were strangers—to study man in the street and the busy world more than in the library. He instanced many a theological student who studied Hebrew to the neglect of the newspaper, that so reflected the living manners of the age which he was to try and benefit, without knowing anything about them! The crowded street is a capital place to study man's outward rearing of character. But the clergy now-a-days studied man in the world more than they used to. They took an interest in public affairs. He spoke of the mistake of Senator DOUGLAS in denouncing this. The physician excelled the lawyer even, or the editor, or the traveler, or the actor, in studying men. He had more opportunities. Mr. HALL gave a glowing reference to the physicians' mission at some length. POPE meant the study of woman also, for he was a gallant man as the epistles to Mrs. BLOUNT and Lady MONTAGUE showed. The study of woman was interesting but difficult, owing to the restraints of society. These were not to be abrogated for Bloomerism that sought to bring the bonnet on the hustings, or the gaiter to tread the platforms of Baltimore, Syracuse and Buffalo. The study of woman has been the study of the bright part of existence ever since Adam's dreams brought him the heavenly vision of an Eve. Mr. HALL spoke at length on women as mother and wife, &c., &c. He spoke of the *true* woman and not she who forswore allegience to the instincts of nature to gain naturalisation into the gilded courts of Mammon. If woman could be well studied at home instead of in the pauses of the dance or the shawl room of the opera, there would be fewer mistakes matrimonially. Man studying man must remember his youth and watch his own growth. He became generous and lived for others. It was a mistake to suppose that thorough acquaintance with human nature made one selfish. The study brought contentment. It corroborated the doctrine of immortality. Only the abnegator of self refused to say *non omnis moriar*. Justice TALFOURD was referred to as a student of man, and reference made to his dying words on the Bench. Familiarity with crime on the part of those who studied it judicially, made the heart tender if man was studied. Mr. HALL closed a lecture of about three-quarters of an hour in length, quizzical, humorous and pathetic, (the leading ideas of which we have only glanced at,) by a reference to the sum of the study of man, the contemplation of immortality, and a resurrence to the death-bed of Sir JAMES MACINTOSH.

Liquor Traffic.

The following as reported at the Mayor's Office will show the operation of the Sunday law:

Third Ward, 2; Fourth Ward, 7; Seventh Ward, 2; Ninth Ward, 1; Tenth Ward, 1; Eighteenth Ward, 2; Nineteenth Ward, 7.

SUPERIOR COURT—TRIAL TERM.—March 13.

Before Hon. Chief Justice Oakley.

BORROWING MONEY ON FRAUDULENT REPRESENTATIONS.

Charles French vs. *Pliny White.*—The plaintiff, as assignee of George W. French, sues to recover $9,500 with interest from Feb. 7, 1852, which is the amount of several promissory notes given by the defendant to French, in consideration of money advanced to him.

It is contended by the plaintiff that the money was advanced by him on fraudulent representations from the defendant. The defendant admits that he gave the notes, but avers that they were extorted from him by threats against his life. It appeared from the evidence, that the defendant and George W. French had previously had frequent money transactions together, and that the notes were given to meet certain loans made in the years 1850-51.

The defendant, who had formerly been a journeyman printer in the *Herald* office, was at that time extensively engaged in buying and selling gold dust, and in the course of his business was in the habit of borrowing largely of various persons, among others of George W. French; and had even induced the witness to leave a very good business in which he had embarked, and devote himself to raising money for the defendant.

After incurring this indebtedness to French and to various parties, he left suddenly for Europe one day under rather suspicious circumstances. He had made an appointment with his two partners in the gold dust business to ride with them in the afternoon, requesting them not to leave the office until 1 o'clock, and in the mean time took the steamer for Europe.

During all the time that he was engaged in the gold dust business, and was borrowing so extensively, he made frequent representations to various persons of the amount of his property, stating that he possessed $60,000 besides an interest in certain estates in the upper part of the city.

It was shown by George W. French, that at the interview in which the notes were given, which occurred in Vermont in November, 1852, several years after the loans had been made, whither he had gone to make some arrangements with the defendant, they were alone in a room, and that two persons were in an adjoining room.

The witness had a long conversation with the defendant, and finally told him that their account must be settled before he left the room, whereupon the defendant made the notes and gave them to the witness. He used no threats or menaces and one witness who had been in the adjoining room testified that he heard no noise or crisis, and observed nothing unusual in the appearance of either party upon leaving the room, but that on the contrary they rode away together in the same carriage with himself.

The plaintiff having rested, Mr. Clark, for the defendant, moved for a non-suit, observing that the plaintiff, having brought his suit on the original cause of action, to wit, the debt, could not recover without surrendering the notes. They were accordingly given up by the plaintiff.

He then contended that this being an action of tort, sounding in damages, alleged to have been committed and consummated on George W. French, previous to the assignment of the cause of action to the plaintiff, it was not assignable so as to give the plaintiff a right to sue in his own name.

No tort had been committed against the assignee, and therefore he could not properly sue for damages. The assignment, moreover, carried debt and not tort, and therefore failed.

The Court observed that this was a disputed point; the question whether the assignment carried the debt or not was before the Court at the present time, and he should, therefore, reserve the point.

For the plaintiff, Lorenzo B. Shepard. For defendant, Clark & Reed.

COURT CALENDAR—WEDNESDAY.

UNITED STATES DISTRICT COURT.—Nos. 69, 80, 81, 82, 10, 11, 84, 19, 85, 13.

SUPREME COURT—*Circuit.*—Nos. 2107, 2031, 2466, 2416, 2477, 2402, 2404, 2405, 2407, 2409, 1742 to 1746, 1710, 1686, 1722, 1724 to 1727, 1729, 1730, 1727.

SUPREME COURT—*Special Term.*—Nos. 22, 117, 19, 20, 20½, 12, 68, 69, 60, 14, 17, 38, 78, 79, 80, 232 to 237, 139 to 152, 154, 155.

SUPERIOR COURT—Nos. 62, 1049, 1053, 65, 1067, 1072, 1091, 1092, 1093, 694, 794, 675, 580, 674, 677, 1097, 1098, 1106 to 1109, 1111 to 1120, 1122, 1123, 1126, 1128, 1129 to 1131, 482, 866, 861, 75, 824.

CASE OF KISSANE.

Trial for Forgery upon the Chemical Bank.

The Daily Times in the Court of Sessions.

COURT OF GENERAL SESSIONS—March 13.

Before Hon. Recorder Barnard.

At the opening of this Court yesterday morning the District Attorney rose, and addressing the Recorder, said that he wished to draw the attention of the Court to a paragraph which appeared in a morning newspaper, and which he pronounced to be utterly untrue. It was to the effect that TURNER had been removed from the City Prison to Blackwell's Island for the purpose of facilitating his escape, and that he had now been transferred from the Island to the City Prison, at his (the District Attorney's) instance, with a view to his better security. This statement, as far as he was concerned, was entirely false.

The Recorder—What paper do you allude to, Mr. HALL?

District Attorney—To the DAILY TIMES of this morning.

[The allusion was to the following:]

[FURNISH BACK TO THE TOMBS.]

(In accordance with the request of Dr. SANDER and the Warden of Blackwell's Island, the noted individual known as JIM TURNER, was transferred from the Penitentiary to the care of Dr. COVIL at the City Prison. *This was accomplished at the instance of A. OAKEY* HALL, Esq., District Attorney, who received intimation that TURNER was sent up to the Island for the *sole* purpose of giving him an opportunity to escape.)

The Recorder—This is the second time that a grossly inaccurate statement, reflecting upon myself, has appeared in that paper. I cannot imagine the reason. TURNER was sent to the Island on a physician's certificate that his life was in danger, and in no way with a view to defeat the ends of justice. The assertion of the TIMES is grossly untrue.

The District Attorney said he had alluded to the matter only for the purpose of declaring the statement to be false. He also wished to state that the Reporter of the TIMES attached to the Court of General Sessions, was in no way implicated by the statement complained of.

TRIAL OF KISSANE.

William Kissane was then placed at the bar. The Court was crowded with spectators, drawn together by the notoriety of the defendant, and the general interest attaching to the case. For the prosecution, Mr. James R. Whiting was engaged by the Directors of the Chemical Bank, to assist the District Attorney. For the defence appeared Mr. Busteed and Mr. L. Fairbanks.

Upon the names of the Jurors in attendance being called by the Clerk, Mr. Busteed proceeded to challenge them individually.

George T. Perry was the first challenged. He had not formed an opinion of Kissane's guilt or innocence, in consequence of what he had read in the papers.

Mr. Busted—Have you heard or read anything relative to the burning of the steamer *Martha Washington?*

The District Attorney—I object to that, if the Court please.

Mr. Whiting, (associated with prosecution)—Unless, indeed, we are to try that case over again.

Mr. Busted—Perhaps not on this charge. Are you, Sir, (to Juror) a shareholder of the American Exchange Bank?

Mr. Perry—No, Sir.

Mr. Busted—Do you know any of the officers of that Bank? Have you any relative employed in that establishment?

Mr. Perry—No, Sir.

Mr. Busted—Have you read, or had sent to you any pamphlet purporting to be the life of Kissane?

Mr. Perry—I have not.

Mr. Busted—The challenge is withdrawn.

Howard Wiley was next similarly questioned. Peremptorily challenged.

William W. White was the next person challenged. His mind had received a bias from reading the case in the newspapers. He had, as he remembered, expressed an opinion to other parties.

Mr. Busteed argued that Mr. White was incompetent to act as a Juror.

The District Attorney contended that Mr. White was perfectly competent.

The Recorder said that in his experience at the bar he had known two days and a half to be consumed before a Jury could be empanelled. The reason was that Jurors were mostly intelligent men, and had read in the public papers some account of the case which was to be tried. But it would be impossible to obtain a respectable Jury if all such persons were excluded from serving. He did not think that Mr. White was incompetent to serve as a Juror in the present case. Challenge withdrawn.

Patrick McDonnell was challenged. He had no bias whatever in the case of Kissane. Challenge withdrawn.

George Maul was next challenged. Had formed no opinion. This juror was a German, but said he knew English well enough to understand what he read. Challenged peremptorily.

Eli French was then challenged. Did not recollect much of Kissane's case; knew very little of the burning of the steamer *Martha Washington*; the fact that Kissane was charged with that affair would not prejudice him in this trial against Kissane. Challenged peremptorily.

William Blake was challenged and admitted as a juror on this trial.

Samuel Cox was challenged and pronounced incompetent by the Court.

Kemp Godfrey was challenged, and allowed to serve.

Gustavus A. Backey was challenged peremptorily.

Sebastian B. Albus was challenged and permitted to serve.

John F. Lurey was challenged peremptorily.

Diedesich Finck was also challenged peremptorily.

Edward M. Livermore had no opinion or bias in the case. Challenge withdrawn.

The result of the other challenges was as follows:

Nathaniel S. Wing, challenge withdrawn; Daniel Barrett, challenged peremptorily; James Hart, challenge withdrawn; James Murray, challenge withdrawn; John Wilson, challenge withdrawn; Clarence Odell, challenged peremptorily; —— Cushing, challenged peremptorily; George H. Anderson, challenge withdrawn.

The following Jury was then sworn:

George F. Perry,	Edward M. Livermore,
Howard Wiley,	Nathaniel S. Wing,
Patrick McDonnell,	James Hart,
William Blake,	James Murray,
Kemp Godfrey,	John Wilson,
Sebastian B. Albus,	George H. Anderson.

Mr. Hall, the District Attorney, then rose to address the Jury. He said:

You have been empanelled to investigate and try the issues of one of the most stupendous and ingenious financial frauds ever perpetrated in this City. Not within the memory of my learned friend who is associated with me—not within his experience, or within the memory of any person now in this room, has such a fraud been perpetrated. It was discovered six months ago, and was not unravelled in a day, or a week or a month. In the indictment there are three parties charged, who will not, however, be put upon their trial together—they having elected a separate trial—one who have been residents in the West. With their antecedents, however, we have nothing to do. Our acquaintance with them begins early in August last, in this City, where we shall find them acquaintance, confederates, conspirators, inasmuch as the acts of the one most relate to the acts of the other. The parties implicated are Andrew Finley, sometimes called James Bishop, Lyman Cole and Wm. Kissane. As I have said, their counsel has decided to try them separately, but we shall present evidence, bearing upon the case of Kissane, which will have relevance to each of the defendants. We shall show that Finley went into the store of Nathan Lane, No. 69 Wall-street, and represented to be shown some specimen checks, with a view to have some printed by himself; he left the store with these checks, for the purpose, as he said, of showing them to his partners. The manner of this man, and of his confederates, was then of "consummate nerve"—it was not at all calculated to inspire suspicion. Even when he returned, and said he had lost three specimen checks, he obtained fresh checks, so impressed were the firm with the man's integrity. We do not trace these checks till the commencement of the third week in August, when the parties are found "putting up," as the phrase goes, at Bixby's Hotel. Mr. Cole, under the name of Corbon,—a Spanish word for coal, and by which he was known to some thousands of his acquaintance, was there also. Kissane had registered his name as Reidy. A day or two afterwards they are traced to the New-York Hotel, where they have rooms, and where they were in the habit of frequenting a certain room, for the purpose of writing. We shall trace them still further, till August 30, when the party selected to be the principal outside actor—perhaps, to some extent, the tool of the others—goes to the store of Messrs. Van Slyck & Webster, No. 289 Chambers-street. It will appear in evidence that they were familiar with persons of the West who were known to these gentlemen. They further visited the two specious letters of introduction, which I will read hereafter. The same polished manners of confidence man are indulged in here, and the party worms himself into the confidence of the firm, on course of conversation he mentions that he has been intimately acquainted in some Bank. A member of the firm politely remarks that he has an account at the Chemical Bank, and will be happy to introduce him. Upon proceeding with the gentleman to that Bank, he is introduced, and deposits $2,500—that sum, as it will appear, having been obtained by Cole from a house in Wall-street, and also two drafts of $6,000 each, making in all $13,000. The Bank gains nothing by this, but it is done as an accommodation to their depositor, or their depositor's friend. The party shortly reappears, and makes a deposit of two checks—perhaps the two very checks which came from Nathan Lane & Co.—one on the American Exchange Bank, the other on the Continental Bank, each certified by the respective tellers. The whole aspect of the thing was one calculated to deceive—there were the letters of introduction, the address of the party, the appearance of the checks themselves—all was such as would win confidence. In the next stage of the drama, the party steps to the office of the cashier, and draws a check which absorbs nearly the whole amount of the sum deposited, and is paid in $500 bills of the Chemical Bank. There is a Providence, even in the detection of such dishonest motives. A gentleman from the West, happening to be in the City, observed Finley in company with Kissane. The next morning, having read of the transaction, he gave such information to a police officer as placed in the hands of justice the end of the thread which led to the unravelling of the whole web. The parties then go to the West—at least, are next heard from there. The checks are returned from the Clearing House. Of course the whole affair is a forgery from beginning to end. There are the forged letters of introduction and the forged checks. You will see, Gentlemen of the Jury, that if we shall lay before you evidence of this state of things, there is given to the prisoner a complete connection with the fraud. We shall show that all these parties had ability to conduct a crime of this kind; that they were all of that grade of intellect which would enable them to connect and carry out such a fraud to its utmost development, and I think you will be able to arrive at the opinion that it is at least a reasonable case for a Jury to decide upon. I may state here, what I omitted to state before, that the man Kissane was arrested at the West by Officer Reed, of the Chief's Office, and brought as far back as a certain point on one of the railroads leading from this City——

Mr. Busteed objected.

The District Attorney thought that flight was an evidence of guilt.

The Recorder decided that such evidence was competent.

The District Attorney resumed—We shall show that after the arrest of Kissane, his conduct was not that of an honest man; that while in the custody of Reed, and by the use of a subterfuge, he went into the chamber of a railroad car, and that while the train was at full speed, he risked his life by leaping therefrom and seeking safety by flight into the woods. It was only within two or three weeks that he was rearrested.

The first witness called for the prosecution was

John Thompson, of the *Bank Note Detector*, corner of Wall-street and Broadway, who deposed that he kept an account in the American Exchange Bank; was in the habit of using checks on that Bank; (check shown to witness)—thought it was not a genuine check—(marked No. 1;) the general appearance of it is good; was not acquainted with Kissane or the other parties implicated in the indictment; had not seen the Paying Teller of that Bank write; had seen his certificate but could not identify it.

Mr. Busteed—About how many checks are usually drawn in your office in the course of a year?

Witness—I have two banking accounts; on the Bank of the Republic I usually draw about 30 or 40 a day; on the American Exchange Bank, about 5 or 6 a day; I do not sign all the checks that are drawn in my office; in the year 1854 two persons signed checks for me; in my banking establishment I have 12 or 15 clerks employed, but at the time referred to I had two or three extra ones; the resemblance which I detect in the check shown me to a genuine check, I confine to my own name *only*; I think there was an effort, in the filling up of the check, to imitate the handwriting of one of my clerks, who is not now in my employ; I saw him about 3 or 3 weeks ago, in Wall-street; I do not know where he is engaged now; I know no person whose handwriting I suppose to be assimulated by the endorsement upon the check; my check books were made by Lambert, Lane, & Co., Wall-street, now Nathan Lane; never saw Kissane in my office; do not recollect that any person ever made application to me for a blank check; I should have refused such an application, if made for a blank check out of my own book; I can say the check shown me is a forgery, from the letter S in the word Thompson; it is very defective if intended for an imitation; the long mark thrown over, intended for the heading of the T, is also different from my real signature; the M's are also more angular than they are in the original signature; the difference, however, is not such as would at once strike me, and enable me at once to pronounce it as a forgery; I first saw this check the day after its date, August 30th, at the American Exchange Bank; the Bank notified me that my account was overdrawn; my Clerk went down; his name is Badger; he returned and told me there was a check there for $19,000; then went down and saw the Bookkeeper and First Paying Teller the bookkeeper showed me the check; I examined it for a minute or two, pronounced it a forgery, and gave it back to the bookkeeper; I then went to my office; I again saw the check, I think, the next morning at the same Bank; I have a recollection of the check being brought to me, a day or two afterwards, by the President of the Chemical Bank, accompanied by a policeman; I think his name was Reed; I next saw the check about two months' or six weeks ago, before the Grand Jury.

The Recorder—Mr. Busteed, do you wish to prove that that check is in the hand-writing of Mr. Thompson?

Mr Busteed—I mean to contend that there is no evidence of its being a forgery.

Cross-examination resumed—When I saw the check before the Grand Jury, I swore it was a forgery; one of the Grand Jurors asked me if it was a good *fac simile*; I replied it was a very good imitation; I never made a mark upon it by which I could know it again; I have not seen the check from that time until this morning.

By District Attorney—I know no such person as James Bishop, named in this check; have never to my knowledge had dealings with such a person.

Julian C. Very, of the firm of Very & Gwynne, No. 19 Wall-street, Brokers, was next examined. In the month of August, 1854, the firm kept their banking account in the Continental Bank; (check shown to witness) the check is of the same description as the genuine check; it is a forged check; the filling up is much more regular than my handwriting; the signature is also more regular; it is better than I can write; it bears a resemblance to my signature, but none at all to that of Mr. Gwynne; a person named Bishop came to my office about the 2d of August; I believe the defendant, Finley, now in Court, is the same person; I am quite positive it was not Mr. Kissane; I have seen the teller of the Bank make a certification; in the present check, it bears a slight resemblance to the original; to the best of my knowledge the check shown me did not come from my check book; when Bishop came to my office, he sold some uncurrent money to me; I gave him a check to his order; it was a printed check with my name on it; I gave him the check on August 2nd; it has been returned me, and I can produce it; he got three checks from me; the last time was on August 8.

By Mr. Busteed.—We keep two clerks in our firm; in August 1854, we kept only one; he is with us now; his name is George Webster; Mr. Gwynne and myself draw the checks; Webster has sometimes drawn them, very seldom, however; he has been with us about 10 months; perhaps he draws a check as often as once a week; the signature in the check shown me looks a little like my handwriting; in its general appearance, it is like my signature; the signature of Mr. Gwynne's name is more regular than I write it; the N's are disproportioned; the V and E in Very are disconnected, and I always connect them; the capital V and G are more angular than I make them; the final E is larger and more open than I make it; I first saw the check in the latter part of August; I drew one check for Bishop and Mr. Gwynne drew two for him, when we bought from him the uncurrent money; I saw our initials on the back of the checks, therefore I think he returned the checks to us and obtained money for them from us; I think two of them were marked in that way; I am not certain as to the third; I think Mr. Gwynne did not draw the check shown me, because it does not at all resemble his writing; I first saw the check in the Continental Bank; the second Teller of that Bank came to our office and told us there was a forged check in the Bank on us; our office is in the basement of that Bank; I went into the Bank half an hour afterwards and saw the check; I looked at it about two or three minutes; a few days afterwards Mr. Curtis, the President of the Bank, brought it into our office; he said he wanted our affidavit that it was a forgery; we made the affidavit the same day; I next saw the check before the Grand Jury; I have not seen it since until this morning; I think Bishop was dressed in a snuff-colored coat when he came to our office; I think he had whiskers, but no moustache; I talked with him some time, and took some notice of him; I have no recollection of talking with him more than once; he said he had been sick some time, and wanted his money put into a check that he might get it certified, so that if any one stole it he might not lose the money; he dragged himself about as if he was sick; I did not think he was an imposter; I saw him in one of the City Hall cells about three months ago; I was taken there by an officer to see if I could identify him; I think Cole was there also; I said I thought Bishop was the same man, but could not swear to it.

The Court here adjourned. The Recorder charged the Jury, in the usual form. It is expected that the trial will occupy several days.

COURT OF COMMON PLEAS—SPECIAL TERM.

Before Judge Woodruff.

DECISIONS.

Charles Runels vs. *Jane Runels*—Divorce granted.

Peter A. Young vs. *John Orser, Sheriff*—Judgment for defendant.

Nathaniel B. Burrell vs. *Walter Mead*—Demurrer to complaint—WOODRUFF J.—The defendant insists that merely writing his name on the face of the bill is not a sufficient compliance within our statute, (2 Rev. S. 707) which requires an acceptance to be in writing and signed. For the purposes of this case, in this Court, is in sufficient to say that the former Supreme Court, by whose decisions we consider ourselves bound, held otherwise in Spear vs. Pratt, 2 Hill, 582. Were I to add that I think that decision gives a correct construction to the Statute, it would add little to the authority of the precedent.

The defendant also insists that the bill of exchange in question, being addressed to "the Treasurer of the Rio Grande Copper Mining Company, Walter Mead, Esq.," and being mentioned in the words, "Walter Mead, Treasurer," the bill did not bind the defendant individually, but the Company to whose Treasurer it was thus addressed.

The case cited in argument (Brockway, vs. Allen, 17 Wend., 41; Bank of Michigan vs. Ely, 17 Wend. 500; Mussey vs. Eldridge, 5 Cowen, 648; Bathurst vs. Burslem, 1 Hill, 11; Luff vs. Spear, 5 Hill, 512; Wainwright vs. White, 1 Denio, 239; Hicks vs. Hicks, 3 Barb. & Ch. R. 305, and Bateman, vs. Beman, 1 Kernan, 350,) is not in point to show that the signature, as shown, I think, that the question whether the defendant is, or is not individually bound, may depend upon facts not appearing on the face of the bill. If this bill was drawn upon the Company in part though not in terms, and the Company received the consideration, and the acceptance was upon their account and by their authority, and was so known, and was so made and received as their acceptance, the case is sufficiently established that the defendant is not individually bound thereby. But unless and until these facts appear, the words Treasurer, are I think, to be taken as mere description of the person on whom the bill is drawn, and on the face of the bill it cannot be said that any other than the defendant himself is bound thereby. *Prima facie*, I think he is liable. The bill is not in terms drawn upon or accepted by the Company, nor could they be charged on the bill itself without the averment of facts which do not appear thereon.

However probable it may be that the circumstances under which the bill was drawn, when disclosed by answer, will show that the Company was itself the contracting party, or the debtor, on whom the bill was drawn; and to bring this case within the case of Babcock vs. Beman, above referred to, 1 Kern., 200, in which the decision originally made by me in this Court, was affirmed, I am of opinion that until those circumstances are disclosed by answer, the defendant must be deemed liable according to the tenor of the bill, as an individual.

The plaintiff must, therefore, have judgment upon the issue of law, joined herein with his costs. But the defendant may, if he so elect, withdraw his demurrer and answer within ten days, on payment of the costs of the demurrer and proceedings thereon.

THE CASE OF THE MASSACHUSETTS STEAMER.

ALLEGED FILLIBUSTERISM.

UNITED STATES DISTRICT COURT—March 13.

Before Judge Hall.

The examination of witnesses for the purpose of sustaining the charge which led to the seizure of the steamboat *Massachusetts* by the authorities of the United States was resumed to-day at 1 o'clock.

William Sampson, in continuation of his examination by the District Attorney, deposed that only one of the old boilers had been mended; the whole four seemed to have been all brought on board at the same time; the new boilers were each double the size of the old ones; meats are boiled in boilers at sea; never saw meat boiled in boilers such as the large ones; but it could be boiled in them; fifty pounds of meat might be cooked in one of them; don't know whether it was anticipated that the old boilers would be no longer used after leaving shore.

To the District Attorney—Three of the four boilers were in good condition; the fourth was repaired, and all were cleaned up fit for use by the witness; these boilers were sufficient to prepare the food for the crew that he saw there.

Question—Before the Massachusetts was seized, what was the conversation on board the vessel, among the crew, with regard to her destination? (This question was offered by the District Attorney, subject to the subsequent ruling of the Court.)

Mr. Donahoe objected to it; the non-admissibility of such a question had been already ruled upon.

The District Attorney said it had not, and contended for his right to put the question and elicit a reply.

The point was argued at some length.

The Court considered the better course would be to waive the question for the present.

Alex. Hitchcock sworn: (Examined by the District Attorney)—I am in the gun business in Broadway; our firm is a company composed of Hitchcock & Burroughs; Mr. Burroughs is to-day, I believe, in New-Orleans, on his way to Mexico; he left New-York a week ago last Monday night; the names of our clerks are Roberts, Henckes, and others; I don't recollect their names; we have four; I don't know of one named Van Names; Hutchinson is one; you have subpoenaed him; I gave you the names of those you have not subpoenaed; Henckes attends to the outside department; Roberts attends to the sales; and Hutchinson attends to the books; sometimes Roberts attends to the books; Hutchinson does not often attend to the sales; we deal in cannon; we are agents for various cannon factories; we are agents for a good many, among others for Alger's in Boston, and Ames' in Springfield; we are not agents but merely purchase from those firms; we purchase from thirty or forty houses; we bought thirty or forty thousand muskets within the last two or three years; I have bought Law's muskets often; purchased some from Law himself, within the last three or four months; I bought them for myself—on my own account.

Q.—Do you know a gentleman of the name of Lovell? Mr. Lovell objected. The business of this witness, he said, had been gone into sufficiently. Before asking about his acquaintances, it was necessary first to connect them with the *Massachusetts*.

The Court said the District Attorney might follow up these questions in that way, in order to connect the persons referred to with the *Massachusetts*.

Witness continued: I don't know Mr. Lovell in a business point of view; have seen a Mr. Lovell in my store; he was the Lovell in the Army; he was attached, I presume to the United States Army; at the time of my acquaintance he was in the United States Army; I have seen other Army men in my store; I do not know that he has left it; I think I have seen him within six months; I may have seen him twice, or more than that within that time; I saw him in my store; I don't know that he came with any one into my store; there might have been Army officers with him; I have known Mr. Oakes Smith for three or four years; I knew the *Massachusetts* when she was on the Sound; I don't know that she was purchased; I have heard that she was purchased within the last few months; I did not pay the checks for her; I had nothing to do with the payment of her.

Q.—Did you not give your checks for the purpose of paying for her? A.—My check may have been given, but I don't know for what purpose.

Mr. Lovell objected to this mode of examination.

The question was put again by the District Attorney.

Witness—I did not give such a check. If it was done it was by my partner altogether.

Q.—Do you know of any notes signed Hitchcock & Co., which went for the purchase of the *Massachusetts?* A.—I cannot tell.

Q.—Did you ever see any notes which you had reason to believe went to the purchase of the *Massachusetts?*

Mr. Lovell again objected; the witness, he said, could only be asked as to his own knowledge.

The District Attorney—Have you not given your note for $10,000 to Mr. Oakes Smith? A.—We have had transactions with him; we gave him a note for $25,000.

Q.—But did you not give a particular note for $10,000? A.—I cannot tell.

Q.—Did you not give him your note to pay for the *Massachusetts?* A.—I cannot tell; we have a great deal of business, and it is hard to remember.

Q.—Can you not tell whether you gave him any notes to pay for the *Massachusetts?* A.—I think not.

Q.—Then I understand you that you have not, either directly or indirectly, had anything to do with the purchase of the *Massachusetts?* A.—Not directly.

Q.—Nor indirectly? A.—That is another part of the story.

Q.—Well, I want you to answer it? A.—I cannot say.

Q.—What can you say? A.—I cannot swear about it.

Q.—Can you swear anything about it? A.—I don't know enough about it to swear about it.

Q.—What do you know about it? A.—I know nothing about it; my memory is treacherous; and I cannot undertake to swear about it; I have employed Mr. Oakes Smith to purchase vessels for me lots of times.

Q.—How many vessels did you employ him to purchase for you during this past year? A.—That is a business transaction between him and me, and I cannot tell.

Q.—Do you know anything of your own business? A.—I pretend to.

Q.—Do you know the name of any one vessel you employed him to purchase during the last year? A.—Yes—the *White Squall*.

Q.—Do you know of any other vessel? A.—Not now.

Q.—Have you on your books a list of the vessels purchased? A

NOTICES OF NEW BOOKS.

SAVIER AND THE SATIRIST. By JAMES HANNAY, Author of "Singleton Fontenoy." New-York: REDFIELD.

MR. HANNAY is an Englishman, whose opinions demand respect from the reputation they already enjoy. The volume consists of six lectures on the Satirists, from HORACE's day to the earliest ones of this century. His criticisms are genial and appreciative, and where his judgment differs from the world's in general, he gives a reason for the difference.

FULL PROOF OF THE MINISTRY. By JOHN A. NORTON, A. M. New-York: REDFIELD.

This is a sequel to *The Boy who was Trained up to be a Clergyman*. It is sectarian, without toleration enough to make it tolerable outside of the author's sect.

Another volume of *Marco Paul's Voyages and Travels* is cut from HARPER's press, bound in red muslin,—the sixth of the series,—and entitled *The Springfield Armory*. Though the personal incidents occurring to little Paul are imaginary, the description of places, institutions and scenes are all strictly true, exact and faithful. It would be worth while to be a boy again to have such reading as this for our leisure between play and school.

The *Initials*—a story of modern life—is a duodecimo of quite fine type, of 400 pages, published by T. B. PETERSON, of Philadelphia. The book's bulk is rather alarming; but a reader of novels, who has been through with it, pronounces it good. The scene is laid in Germany, and the story is an orthodox love story. The author is said to be the daughter of Lord ERSKINE. It has enjoyed several editions in England.

Professor JAMES B. DOND, of Transylvania University, has produced a comprehensive text book on the *Elements of Geometry*. A glance through it inclines us to the belief that the treatment is simple, exact and complete. The favor with which the author's previous productions have been greeted insures this a fair trial in colleges and high schools.

The last number has appeared of Prof. JOHNSTON's *Chemistry of Common Life*, which APPLETON has been some time issuing. This is a rich work, full of facts as is an egg of meat. Some chapters of it were published in *Blackwood*, and were very much commented on and enjoyed.

We are indebted to Hon. WM. A. WALKER for the volumes of the *Congressional Globe* and *Appendix* which contain the proceedings of the First Session of the Thirty-third Congress. Also, to Capt. R. B. MARCY, for his *Report of the Exploration of the Red River of Louisiana*, in 1852.

MATTERS DOWN EAST.

Correspondence of the New-York Daily Times.

AUGUSTA, Me., Tuesday, March 6, 1855.

This is not the season exactly for one to make a trip down East, yet there is much that is interesting to note among the thrifty New-Englanders in all weather and at all times. Singular as it may appear, the Winter in Maine has been more genial than further south and west. More snow has fallen in New-York and in Michigan than along the shores of the Aroostook. Augusta is a pleasant city of some eight or ten thousand inhabitants, and is the seat of the State Capitol, an asylum for the insane, and an arsenal and extensive grounds belonging to the United States. There is also carried on a large manufacturing business, together with saw-mills, whose power seems quite sufficient to "chaw up" all the lumber now growing between Augusta and Moosehead Lake.

Under the guidance of a citizen, I visited the halls of the "assembled wisdom," and found the individual representatives "adjourned," but still in and about their places. The most prominent member for the moment was "Gen. JONES, of China," a plain, but intelligent looking gentleman, whose drab clothes and old fashioned Quaker cost seemed illy to accord with the formidable cognomen with which he was graced. The fact is, the sensible people of Maine, as elsewhere, look upon the militia system as a humbug, and so they elected a peace man to carry it into effect. Gen. GREENE, of the Revolution, who was a fighting man of the old school, was mixed a Quaker, and anecdotes are not wanting to show that the strictest followers of Fox have, on frequent occasions, got their "dander up." Illustrative is the incident of an old Nantucket Quaker, who in the last war was caught in a severe fight upon a privateer. He watched the progress of the battle without interfering, as long as he could and then walking up to the man who were handling the swivel, he remarked, "Friends, if thee would hit that red-coated man with those vain things on his shoulders, thee must lower the breech of thy gun."

The State-House of Maine will always have an honorable interest attached to it, because within its walls was originated and made into an organic law the great principles of Temperance reform. The experiment once tried, with the sanction of the people of a commonwealth, has not only proven successful, but the example is being rapidly followed by neighboring States; and the day seems not far distant when the selling of alcohol for human consumption will be looked upon as monstrous as if arsenic were proposed for the same purpose. The law has grown annually more popular, and many well meaning persons who first opposed it are now its advocates, and it has become part and parcel of "the established things of the Empire." The present Legislature propose to make some slight amendments which will reach unprincipled sellers, but otherwise the Maine Temperance law will remain unchanged.

The streets of Augusta are wide and handsomely adorned with trees, and from the broken and picturesque character of the surrounding scenery, must be in Summer one of the handsomest places in New-England. The residents are celebrated for their intelligence and their hospitality. In these "Yankee" towns can be weekly witnessed the most sublime exhibitions of the effects of our free institutions. If a foreigner would philosophically look at the result,—would, at a glance, comprehend in the most perfect manner what is their effect in one single phase of American character, let him attend a Lyceum lecture, and behold the wonderful intelligence and the marked beauty that there assemble, composed of residents not selected, but simply representing the character of the mass of the population. The assembled aristocracy of no European country can equal these village gatherings.

The coming election in New-Hampshire is duly sympathized in among the Maine people, and the universal idea prevails that the Administration will be routed horse and foot, that the Granite State will put the *coup de grace* upon Gen. PIERCE and company, and that he and his compeers will never be heard from after the fatal rout. Should this result obtain, and as the confession of faction bring JOHN P. HALE back again to the United States Senate, it will give a new idea of the happy influence that Senator DOUGLAS has exerted upon the public mind by his bill repealing the Missouri Compromise. O. O.

LANCASTER ITEMS.

LANCASTER, Pa., Saturday, March 10, 1855.

To the Editor of the New-York Daily Times:

Our city is shortly to be illuminated by a "Star Police." Hitherto a big log of hickory—carried in the fist—has been the only emblem of official dignity possessed by our officers.

A boy was that same well killed in this city, which weighed, dead weight, 661 lbs. Ain't we some on pork?

The "Lancaster County Mutual Assurance and Deposit Association" have purchased the extensive premises of MM. Magee Kreider, at the corner of Penn-square and South Queen-street, on which place they will remove their offices on April 1.

We have fine quiet weather here, but a searching cold wind prevails at present. OLD FIRE-ALARM.

An Explanation of Rev. Senator Goodwin's Blasphemy.

From the Albany Register.

SMALL BUSINESS.—One of the smallest political games we know of is just now being played by the Rochester *Union* on the one side, and the *Evening Journal* on the other. The first is simply malicious, the other superadds to malice the meanness of hypocrisy. Senator GOODWIN was invited to deliver an address on the 22d, WASHINGTON's Birthday, by the citizens of Albany. He was called upon on Monday, and the address was delivered on Thursday. Besides attending to his Senatorial duties, he wrote during that time an address which occupied three-quarters of an hour in the delivery. In this sudden preparation he, of course, looked among the earlier productions on the same subject, of men eminent for their talents and patriotism. He quoted from an Oration delivered in 1800, on WASHINGTON's Birthday, by THOMAS PAINE, (not the TOM PAINE, of history,) a gentleman of distinguished ability at Newburyport, Mass.

Mr. GOODWIN, in his speech, quoted what makes in the printed speech, perhaps, four squares of a column in our paper. After the speech was delivered we applied to him for the manuscript for publication. It was set up at our office between 5 in the afternoon and 12 o'clock at night, and in the reading of the proof we overlooked the omission of a part of the quotation marks. The manuscript was correct in its quotations, and the omission of the inverted commas was an oversight not of the Senator but our own, the Senator not having seen a single line of the proof. Out of this "mistake of the Printer" the Rochester *Union* finds occasion to attack a gentleman who has no superior in the Senate in point of ability, none before him in frankness and simplicity as well as dignity of character—and the *Evening Journal* to echo the attack with a canting and hypocritical commentary as follows:

"We disclaim all personal unkindness towards Rev. Mr. GOODWIN. But he is the representative of a Secret Order that holds pernicious opinions, and is banded together for unworthy purposes. He was put forward as the Orator of the Order on a great occasion. We can do no less, therefore, than publish the expose of the Rochester *Union*, though it gives us pain rather than pleasure."

We do not envy the frame of mind in which men find themselves when they stoop so low.

Mr. Paine of Massachusetts.

To the Editor of the New-York Daily Times:

You do not appear to be aware in your publication of to-day, of the remarkable coincidence between Senator GOODWIN's and THOMAS PAINE's eulogy of General WASHINGTON,—that it was not the notorious infidel of that name to whom the country was indebted for that brilliant composition, but to ROBERT TREAT PAINE, the celebrated Statesman of Massachusetts. His name was originally THOMAS, but was changed when it became a byword and a reproach. The late Rev. HOOPER CUMMING was guilty of the like petit larceny some years since, in appropriating to himself a considerable portion of one of Mr. PAINE's Fourth of July Orations—was publicly charged with it, and had the candor to confess it. PHILO.

MARKET REPORTS.

Retail Market Prices.

The retail markets continue well supplied with products of the farm, and all articles for the domestic table now in season. Scarcely a change has occurred since our last report.

BEEF still ranges in price from 9c. to 18c. VEAL, 12c. @16c.; and MUTTON, 9c.@12½c., ⅌ lb.

HAMS, SAUSAGES and LARD sell at 12½c. ⅌ lb.; Beef Tongues, 75c. each.

BUTTER—Is a little plentier—18c.@24c. ⅌ lb.

CHEESE—10c.@12½c. ⅌ lb. for common brands.

POULTRY—Is in fair demand, with no material change in rates. Turkeys, 17c.@18c.; Chickens, 15c.@16c.; Ducks, 12c.@15c.; Geese, 12½c., ⅌ lb.

GAME—There is no change to note. Quails $1 50@$1 75; Robins 67½c.@$1; Yellow Legs 50c. ⅌ dozen.

Eggs still sell five for 12½c.

POTATOES and APPLES sell at about the same rates; both appear to be abundant. The former averages $3 50 and the latter ranges from $3 50 to $5 ⅌ bbl.

Fresh FISH is in good demand; the supply is not very large, though beaming plentier. Codfish and Lobsters 6c., Salmon, Bass, Smelts and Eels 12½c. ⅌ lb. Salt Fish is likewise in increased demand at from 4c. to 12c. ⅌ lb., according to kind and supply.

OYSTERS and CLAMS without change. Oysters 62½c. @$1 50; Clams 37½c.@$1 ⅌ hundred.

Markets....Carefully *Reported for the New-York Times.*

TUESDAY, March 13—6 P. M.

ASHES—Are quiet, but steady, at $6 25 for Pearls and Pots, ⅌ 100 lbs.

BRICKS—The supply and demand are equally limited. North River Hards are quoted at $4 50@$4 75 ⅌ thousand. Nothing new in other kinds.

CANDLES—The inquiry is moderate, but prices are well sustained.

COFFEE—Continues in very light stock, and being held above the views of buyers, is not very brisk. No sales of Java have been effected to-day. The sales of Rio include a portion of a cargo—say 3,000 bags—at 11c.; and 200 bags at 11c.@11½c. ⅌ lb. The stock of Rio is computed at 6,377 bags. Other kinds are unchanged.

COPPER—Is in fair request, and is steady in price.

COTTON—The market is rather quiet, but is very firm. The day's sales have been quite moderate. We quote:

NEW-YORK CLASSIFICATION.

	Upland.	Florida.	Mobile.	New-Orleans and Texas.
Ordinary	7¾	7¾	7¾	7¾
Middling	8½	8½	8½	9
Middling Fair	9½	10½	10½	10½
Fair	9¾	10½	11	11½

FISH—Dry Cod are pretty active, at $3 25@$3 62½, according to quality, ⅌ cwt. The supply is fair. Mackerel are generally quiet, though being in moderate stock, at $19 50@$19 75 for large No. 1; $18@$18 25 for No. 2; and $6 50@$6 75 for No. 3, ⅌ bbl. We have nothing new to notice in Pickled Salmon or Pickled Herring. Smoked Herring are in good demand, at 40c.@45c. for scaled, and 30c.@35c. for No. 1, ⅌ box.

FLOUR AND MEAL—State and Western brands are not very brisk. The inclement weather, the diminished supply, and high views of owners retard operations. Prices are, however, well supported and are if anything, tending upwards. The day's sales reached 3,000 bbls. We quote:

Ordinary State	9 00@9 12½
Straight State	9 12½@9 37½
Favorite State	9 37½@9 50
Mixed Western	9 25@9 37½
Common to Good Indiana and Michigan	9 37½@9 62½
Fancy Michigan	9 62½@9 75
Common to Good Ohio	9 37½@9 75
Fancy Ohio	9 62½@9 87½
Extra Ohio	9 87½@11 25
Extra Indiana and Michigan	9 81½@10 25
Fancy Genesee	10 00@10 50
Extra Genesee	11 50@12 62½

Canadian has not varied much. The day's sales add up 1,100 bbls. Superfine, at $9 37½@$9 50 for Common, to Extra, ⅌ bbl. Southern is sparingly offered, and though the demand is not unimportant, prices are firm and buoyant. The day's sales include 1,500 bbls. at $9 12½@$9 37½ for low mixed to favorite; and $9 37½@$10 37½ for Fancy and Extra, ⅌ bbl. Buckwheat Flour is salable and steady, at $3 37½@$3 62½ ⅌ 100 lbs. Rye Flour is less abundant and in improved demand, at $6 25@$7 25 for Fine and Superfine, ⅌ bbl. Corn Meal is dull and heavy. The sales do not exceed 300 bbls. at $4 25 for Jersey, and $4 56½ for Brandywine, ⅌ bbl.

GRAIN—Wheat remains as previously reported, with sales for the day of 2,000 bushels good to prime Southern White, at $3 20@$3 25; and 600 Southern Red, at $3 15 ⅌ bushel. Rye is in moderate supply and demand, the sales comprising 3,100 bushels Jersey, Canadian, and Northern, at $1 37½@$1 39. Barley is unaltered. Oats are plentier and obtainable at 56c.@60c. for Western; 62c.@65c. for State; and 54c.@60c. for Jersey, ⅌ bushel. Corn is bolder and firmer, the sales amounting to 46,000 bushels, at 65c.@65½c. for Southern mixed; 67½c.@68c. for Southern White, and 67½c.@69c. for Southern and Jersey Yellow, ⅌ bushel.

HAY—Is dull and heavy. About 300 bales River were taken, at 80c.@95c. for shipment; and $1 for local use, ⅌ 100 lbs.

HOPS—Are freely offered, but are in limited request, and are worth but from 17c.@20c. for last year's crop, ⅌ lb.

IRON—Rules quiet, at old prices. 150 tons Scotch Pig have been sold, in lots, since our last, at $30@$31, usual credit. ⅌ ton.

LATHS—Eastern are still freely bought, at $2, cash, ⅌ thousand.

LEAD—With a reduced stock and fair inquiry, holders are taking higher rates, which retard operations.

LIME—Received in its usual request at $1 for common, and $1 12½ for Lump, ⅌ bbl.

MOLASSES—New-Orleans is the only kind in demand; 300 bbls. of it found buyers at 30c.@37c. ⅌ gallon. There is a moderate quantity of foreign in market, but there is scarcely any inquiry for each.

NAVAL STORES—Crude Turpentine is in fair request; sales of 25 bbls. ⅌ 300 lbs. Spirits do. has not varied. 500 bbls. were purchased, on late, at 40c.@42c. ⅌ gallon. Tar is in better demand, but is unchanged in value. Resin is inactive, yet entirely held. No sales of white were reported. Rosin, common brands, $1 25, delivered, ⅌ bbl. of 310 lbs.

OILS—Whale and Sperm are still held with much firmness, at the limited prices previously mentioned, but the demand is less sustained. Red Oil is easy and worth 60c. cash, ⅌ gallon. Olive has not varied. Linseed is doing better. The stock tends on the decrease, while the inquiry is quite brisk. Lard Oil is more active at 82c.@83c. cash, ⅌ gallon. Coal Oil is quoted steady at 40c.@42c. ⅌ gallon, with a limited business.

PROVISIONS—Are in fair request for consumption, and in, if anything, a shade firmer. The arrivals are limited, and holders are not anxious sellers. The day's sales comprise only 300 bbls. of Pork, at $18 75@$19 for Mess, and $15 87½ for Prime. Beef is unchanged in value. Sales are limited to small lots. Prime Mess, with proportionate rates for other descriptions. Dressed Hogs are entirely out of market. Cut Meats are plentier, but are in good request at 8½@9c. for Hams, and 6½@6¾c. for Shoulders, ⅌ lb. Bacon trends downward a little. Sales of 200 boxes short and long Middles were effected at 7½c.@8½c. ⅌ lb. Lard is rather quiet, but steady. The day's sales embrace 200 kegs, at 8½c.@10c., and 350 kegs at 10½c.@10½c. ⅌ lb. Beef is also inactive, yet quite firm, with sales of 300 bbls. at $8 50@$7 50 for Country Prime; $9@$11 50 for Country Mess; $12 50 for Vermont do., $14 25@$15 for repacked do., and $19 for Extra Mess ⅌ bbl. Prime Mess Beef is in limited demand at $21@$22 ⅌ tcs. Beef Hams are sought after at $18 50@$19 ⅌ bbl. Butter is freely taken, at 16c.@21c. for Ohio, 22c.@25c. for State Dairy, and 20c.@22c. for Orange County, ⅌ lb. Cheese is in demand at 11c.@12½c. ⅌ lb.

RICE—There were only 100 tcs. reported sold today, at $4 62½@$5 12½ ⅌ 100 lbs.

SOAP—There have been 250 boxes Castile disposed of, chiefly for future delivery, on private terms.

SUGARS—Rule rather less steady, with sales of a few hundred hhds. New-Orleans and Cuba, at yesterday's quotations.

TOBACCO—There is less doing in this, more on account of the inadequate stock than because of any want of a disposition to purchase. Prices are generally firm and buoyant. The past three days' sales include 125 hhds. Kentucky at 7½c.@10½c.; 60 cases Seed Leaf at 6c. @12½c., and 60 Florida at 10c.@30c. ⅌ lb. We have heard of no important transactions in foreign.

WHISKY—Continues about the same, with sales of 160 bbls. Ohio and Prison, in lots, at 21c.@21½c., cash, ⅌ gallon. The arrivals are moderate, and prices are still trending downwards.

FREIGHTS—The business of this day has been restricted by the same influences as those referred to in our last. For Liverpool the engagements include 600 bales Cotton at ¼d.@⅜d. ⅌ lb.; 30,000 bushels Corn at 3½d.@3¾d. ⅌ bushel; and 200 boxes Bacon at 16s. 6d. ⅌ ton. For other ports the shipments were extremely limited, and rates were, in the main, unchanged.

Weekly Statement of the New-Orleans Banks.

CASH ASSETS.

BANKS.	LOANS. March 5.	LOANS. Feb. 26.	STOCKS. March 5.	STOCKS. Feb. 26.
Citizens' Bank	2,168,[illegible]	2,[illegible]	1,[illegible]	1,[illegible]
Canal Bank	2,364,[illegible]	2,350,[illegible]	1,[illegible]	[illegible]
Louisiana	3,[illegible]	3,[illegible]	2,[illegible]	1,[illegible]
Louisiana State	2,[illegible]	2,[illegible]	1,[illegible]	1,[illegible]
Mech. & Traders'	1,[illegible]	1,[illegible]	[illegible]	[illegible]
R. of New-Orleans	1,[illegible]	1,[illegible]	[illegible]	[illegible]
Southern Bank	[illegible]	847,172	146,681	218,[illegible]
Union Bank	816,012	804,664	450,[illegible]	732,[illegible]
Total	15,664,[illegible]	15,[illegible]	9,[illegible]	9,[illegible]
	Decrease...$20,[illegible]		Increase...$163,[illegible]	

CASH LIABILITIES.

BANKS.	Circulation. March 5.	Circulation. Feb. 26.	Deposits. March 5.	Deposits. Feb. 26.
Citizens' Bank	1,[illegible]	1,[illegible]	4,[illegible]	2,[illegible]
Canal Bank	1,[illegible]	1,[illegible]	[illegible]	[illegible]
Louisiana	[illegible]	[illegible]	3,[illegible]	2,[illegible]
Louisiana State	1,143,[illegible]	1,141,[illegible]	3,[illegible]	2,[illegible]
Mech. & Traders'	286,[illegible]	271,[illegible]	[illegible]	[illegible]
R. of New-Orleans	[illegible]	[illegible]	[illegible]	[illegible]
Southern Bank	[illegible]	[illegible]	[illegible]	[illegible]
Union Bank	[illegible]	[illegible]	619,717	799,[illegible]
Total	6,134,669	6,001,634	12,488,916	12,142,419
	Decrease...$66,[illegible]		Increase...$296,497	

In addition to the foregoing Cash Assets, the Banks hold Foreign and Domestic Exchange to the extent of the respective figures opposite, as compared with last week:

	March 5.	Feb. 26.
Bank of Louisiana	$1,[illegible]	$1,212,[illegible]
Canal Bank	[illegible]	[illegible]
Southern Bank	[illegible]	615,[illegible]
Louisiana State Bank	[illegible]	317,[illegible]
Mechanics and Traders' Bank	[illegible]	[illegible]
Citizens' Bank	[illegible]	[illegible]
Bank of New-Orleans	[illegible]	[illegible]
Union Bank	[illegible]	[illegible]
Total	$4,[illegible]	$4,[illegible]

NEW-YORK CITY BUSINESS DIRECTORY.

The following list consists of prominent Houses in each line of Business:

DRY GOODS.

American and Foreign Silks.

BOWEN, McNAMEE & CO. (Imp. & Job.) 112 Broadway.

Berlin Wool, Embroidery Silks, Fringes, Gimps, Buttons, Ladies' Dress Trimmings, Gold and Silver Articles for Regalia.

KOHSAAT BROS., (Importers and Jobbers,) 49 John-st.

Gentlemen's Furnishing Goods.

J. M. DAVIES, JONES & CO., Imp. & Manuf., 32 Warren-st.

G. R. HATCH & CO., (Imp'rs and Man'rs)...30 Chambers-st.

Agricultural Warehouse.

R. L. ALLEN (late A. B. Allen & Co.) 189 and 191 Water-st

Artificial Flowers and Feathers—New Styles.

JAMES TUCKER, (Importer and Wholesale Dealer,) No. 257 Broadway. Bridal Wreaths for the million.

Architects.

JOHN W. RITCH.....562 Broadway, corner Bleecker-st.

F. DIAPER.....Office 140 Broadway, 49 Wall-st.

American Lasting and Gum Fixtures.

DEETZ, BRO. & CO. (Manufacturers).....136 William-st.

American and Foreign Rubber Goods.

UNION INDIA RUBBER CO.....Manufactory, 61 John-st.

Advertising Agents.

S. M. PETTENGILL & CO.....119 Nassau-st.

Architects.

HOWARD DANIELS (Landscape Gardener)...257 Broad'y

American Saddles, Harness, Trunks, &c.

B. M. SEGER, (Imp and Manf.), 326 Broadway, cor. 12th-st.

Bookseller and Publishers.

A. S. BARNES & CO. (National School Series) No. 51 John-st.

Boston & Allen's Premium Piano-Fortes.

FISHER & HOOD, (Sole Agts.) No. 426 Broadway, corner Howard-st. Pianos and Melodeons from best manufs.

Ballard's Premium Hair Dye.

O. M. BALLARD'S Improved Hair Dye. The cheapest and best, female or applied. 458 and 460 Broadway, up stairs.

Blacking and Inks.—Dunlap's Vegetable.

C. G. EVERITT, (Sole Proprietor.)—Manufacturing Establishment, 56 Gold-st. The brass and cannon in endless variety by machinery, superior to the best, cheaper than the cheapest. Discount to the trade. Circular.

Drugs, Chemicals, Paints, Oils, Dyes, &c.

KINSLEY & DARLING, (Wholesale Dealers), 62 Vesey-st.

Daguerreotypes.

J. GURNEY.....No. 349 Broadway.

The oldest and most extensive in the United States.

Defiance Salamander Safes, and Goffe's Defiance Locks and Cross Bars.

ROBT. M. PATRICK, (Manufacturer)....No. 105 Pearl-st.

Dyeing Establishment.

BARRETT, NEPHEWS & CO., Staten Island Fancy Dyeing Establishment, 3 John-st.

Dyers, Scourers and Bleachers.

N. P. KIMBALL, (Wholesale and Retail,)...78 Beekman-st.

Engravers, (Wood.)

J. W. ORR, (the best work done here).....70 Nassau-st.

W. HOWLAND...320 Broadway, 1 door above Astor House.

Encaustic Tiles and Garnitzki Chimney Tops.

MILLER, COATES & TOULE, (Importers)...210 Pearl-st.

Engravers, (Card.) Also, Stationery.

HICKS & AFFLICK...200 Broadway, corner of Walker-st.

French Window Glass.

J. H. POILLON & CO. (Importers).....24 Barclay-st.

Fishing Tackle.

J. D. CROOKE & CO. (Imp'rs and Manuf'rs)...89 Fulton-st.

Fancy Goods, Combs, Buttons, Cutlery, Jewelry.

GARDINER & LYON, (Imp'rs and Jobbers,) 256 Fulton-st.

Grindstones.

J. S. WHITNEY & CO.....A South, and 56 Washington-sts.

Grate and Border Makers.

WM. H. JACKSON, (formerly W. & S. Mackenzie's Sons,) No. 261 Broadway, one door above 18th-st.

Gold Leaf and Gold Foil.

J. L. WAUGH.....112 Franklin-st

Hardware and Nails.

J. DENNISTOUN & CO.....52 Beekman-st.

Hose, Cups and Screw Goods.

G. W. & J. READ, (Manufacturers and Wholesale Dealers,) No. 149 Chambers-st.

Hardware, Cutlery, Edge Tools, &c.

C. S. LITTLE, (Imp. & General Dealer,) 22 & 24 Fulton-st.

India Rubber Shoes, Wraps, Clothing & Balls.

NEWARK INDIA RUBBER Manuf. Co., 55 Maiden-lane

Boot and Gar Bazaar.

From 300 to 500 Boots always on hand. A liberal discount allowed to those who buy to sell again. RINGENOLD'S 209 South-st.

Lightning Rods.

A. M. QUIMBY & SON...122 East 27th, and 116 Nassau-sts.

LYON'S Manufacturing Co. Our Improved Patent Lightning Conductors for buildings and ships. (Old Patent) 7 Gold-st.

Lithographers.

GEORGE HAYWARD.....135 Water-st.

Looking Glasses and Picture Frames.

JOHN S. WILLARD.....449 Pearl-st., near Chatham.

Lamps, Fluids, Burning Fluid and Camphene.

CHARLES STARR, Jr. & CO.....111 Fulton-st.

Looking Glasses, Picture Frames, &c.

RICHARDS, KINGSLAND & CO.....128 Chambers-st.

Law Booksellers and Publishers.

BANKS, GOULD & CO.....144 Nassau-st.

Musical Instruments.

CARGILL & CO. (Imp'rs and Manuf.).....42 Maiden-lane

Oil Cloths, (Coun. Merchants and Manufacturers.)

ALSEO & HOYT.....76 John-st., and 22, 24 and 26 Platt-st.

Oils and Stearine Candles.

R. G. MITCHELL & CO.....118 Wall-st.

Paints, Oils, &c.

RAYNOLDS & DEVOE.....108 and 106 Fulton-st.

Paper Warehouse.

CYRUS W. FIELD & CO., (Wholesale Dealers)..11 Cliff-st.

Planished Tin and Japanned Ware.

GEO. HODGETTS (Manuf.).....138 William-st.

Paper in Rolls and Reams.

EUGENE ELY.....76 Fulton-st. 24 door below Gold.

Ship Bread and Crackers.

E. TITUS & CO.....[illegible] Washington-st.

E. TREADWELL & SONS.....[illegible] Washington, and 314 Pearl-st.

Type and Fancy Goods.

J. ADLOFF & CO.....[illegible] Maiden-lane, and 81 Liberty-st.

JOLLET & TIEBA, (Type Works).....[illegible] Maiden-lane.

Watches, Jewelry and Fancy Goods.

PLATT & BROTHER, (Imp'rs & Manuf.), 72 Maiden-lane.

Whiskey and Plate Glass, (French and English.)

F. HOPKINS & BRO'S, (Importers).....[illegible] Broadway.

☞ Any additions to the foregoing list will be brought to the attention of N. SWEETZER, No. 13 Spruce-st.

NEWSPAPER ADVERTISING.

S. M. PETTENGILL & CO., No. 119 Nassau-st., New-York, are authorized agents for the following Newspapers, which they have contracted with in the United States and Canadas, on the day advertisements are received at their office, at the lowest rates of payment, and forward the advertisements to the publishers without delay. Persons desiring to advertise in any of the following papers, can have their orders executed at the lowest rates, by addressing as above. Advertisements are inserted in all or any of the papers in the list. Newspapers are inserted in all or any of the papers in the list.

INSTRUCTION.

BOARDING SCHOOL FOR BOYS.—To let from first day of May next, the Academy, dwelling and cottage in the village of Fishkill, Dutchess County, N. Y. The Academy is a commodious edifice, and has a capacity for 25 boarders. The academy has been recently built in modern style, and is considered equal to any in the country, and can accommodate 60 pupils. To the purchaser or new lessee, an excellent custom and large patronage, from the location of them premises, in a healthy and quiet village, with great ease of access, being only five miles from a depot of the Hudson River Railroad, they offer to a competent and enterprising teacher, a desirable and other inducements. A number of day scholars can be obtained from the village. Possession given if required by the 1st of April. For particulars, inquire of Dr. RAPALJE, in the village, or JOHN RAPALJE, East Fishkill.

FISHKILL, March 9, 1855.

PROFESSOR CHARLES J. HINKEL'S SEMINARY FOR YOUNG GENTLEMEN AT NEWBURGH, N. Y.—The pupils limited to 12 in number, are prepared for the University or any commercial pursuit. Terms, $300 per annum, for board and instruction in all departments, except the modern languages, music and drawing. For particulars and further information address the Principal at Newburgh; or Hon. Samuel Stevens, Pres't of the Erie Railroad Co., Dr. G. E. Kunkel, Rev. Hermann Ryce, Chas. & Jay Dutcher, Dr. Grey and A. C. Hull, Esq., Professor Robinson, Henry T. Cheterman, Esq., of New-York.

BOARDING SCHOOL FOR YOUNG LADIES.—At Dobbs' Ferry, 23 miles from the City, on the East Bank of the Hudson, beautifully situated. Mrs. SHAW and Miss E. DAVID will continue to receive young Ladies into their family for instruction in the English branches, French, Music, &c. Parents about to visit Europe will find this a safe and convenient home for their children. Terms moderate.

REFERENCES—Rev. WM. CREIGHTON, D. D., Sing Sing; Rev. GEORGE BETHUNE, D. D., Brooklyn, with other gentlemen, as per Circular; for which please apply at the Bookstore of T. J. CROWEN, Esq., No. 349 Broadway, corner of 4th-st.

WRITING AND BOOK-KEEPING.—A. H. WHEELER, long and favorably known, Broadway, corner of Murray-st., has removed to new and eligible rooms, No. 395 Broadway, corner of 13th-st. After 30 years of experience Mr. WHEELER feels well assured he can put pupils now at his disposal at the highest position of trust. Call in to inspect his unexcelled system. With enlarged accommodations and facilities a rare opportunity is given to secure rapid business writing, a thorough knowledge of accounts, and the entire extension of mathematics. Special program for accomodation of ladies.

Ornamental penmanship executed to order.

BROOKLYN.—NO. 32 CHERRY-PLACE, between Harrison and Degraw sts., instruction given by W. W. GEYER, Private Teacher, in all the branches of General Education, in the Latin, French, German languages, and in playing on the Melodeon and Piano.

REFERENCES.

Mr. TH. ACHELIS, Merchant, No. 175 Henry-st.
Mr. G. SCHWAB, Merchant, No. 180 Jorndelon-st.
Mr. KALB, Dentist, No. 234 Clinton-st.
Rev. L. HAHN, A. M. Rector College Grammar School, Atlantic, corner Clinton-st.

BERKSHIRE FAMILY SCHOOL, STOCKBRIDGE, Mass.—The Summer session will begin on the 1st of May. Boys (from 8 to 16 years) will be educated for college or business pursuits. Stockbridge is justly celebrated for its healthfulness, and is one of the most secluded and quiet places in New-England. Circulars containing full particulars, references, &c., &c., will be sent on application to R. WESTERMANN & CO., booksellers, No. 289 Broadway, N. Y.

JARED REID, Jr.,
FERDINAND HOFFMANN, } Principals.

LESSONS IN SINGING.—A lady who has studied under the first Italian masters in Europe for the profession, desires to receive pupils for private lessons, or wishing to perfect themselves in a repertoire of songs, or previous to visiting the fashionable watering places, will find this an excellent opportunity. The lady desires also to obtain a good position as Soprano singer in a choir. Address MODERATO, Broadway Post-Office.

INSTRUCTION.—A young lady offers her services as Private Governess. She teaches the German, French, practical Grammar, Drawing, and Music, besides all other branches of education. Best of references given. Address Box No. 2,778, Post-Office.

THE SCHOOL OF MR. RENCHAR FOR BOYS.—Called the CLASSICAL GYMNASIUM, Bible House, Astor-place, entrance on 3d-av. The compartment is twenty, in each of the two departments. The training effectual, thorough, systematic and elegant.

THE SUMMER TERM of Mrs. J. T. BENEDICT'S BOARDING and DAY SCHOOL will commence April 23. Circulars to be had at her residence, No. 4 West 28th-st., two doors from 5th-av.

MOUNT WASHINGTON COLLEGIATE INSTITUTE, No. 256 6th-st., on Washington-square, (entrance No. 128 Mercer-st.)

CLARKE & FANNING, Principals.

WILLIAM SCHUBERT, GUITARIST.—Recently from Philadelphia, offers his professional services. Application to be made at his residence, No. 289 Grenade-st., near 6th-st., New-York. The best references will be given.

DANCING.

A. DODWORTHS' DANCING ACADEMY, No. 806 Broadway, opposite 11th-st., is now open for the reception of pupils, who can commence at any time. Ladies and children on WEDNESDAYS and SATURDAYS, at 11 and 4 P. M.; adults on MONDAY, TUESDAY, THURSDAYS, and every FRIDAY, at 11 o'clock A. M. Practicing Assemblies on SATURDAY EVENINGS for ladies and gentlemen. Monthly Soirees as usual. Circulars (containing days, hours and terms of instruction) can be had at the Academy at any time, or will be sent by post.

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GUITARS AND VIOLINS—TILTON'S IMPROVEMENT.—A few of these instruments are left, which I offer at reduced prices to close accounts. The following certificate will be sufficient to show their superiority over all others:

We, the undersigned members of the Jury on Musical Instruments exhibited at the Crystal Palace, hereby give it right to state that had the guitars of Wm. E. TILTON & CO. been placed in the Exhibition at such an early period as to have complied with the rules established for our guidance in rendering awards, we should without hesitation have granted them the highest premium in our hands.

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JULLIEN,	WILLIAM NORRIS,
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Testimonials can also be seen at the office in recommendation of these instruments by the following eminent and well known Professors, and also of all the principal dealers in music:

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G. B. Bird,	G. Lader,	Sedia,
N. W. Gould,	U. C. Hill,	Pfort,
Henry Appy,	J. Gruebel,	Wiess,
John A. Young,	W. Goodall,	Harrington,
F. Blanchard,	W. Gale,	Leonard,
Henry Tucker,	G. W. Peck,	D. M. Cole,
Henry Gould,	Hopkins,	J. C. Schaegl.
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ASTONISHING REDUCTION in the price of PIANOS and MELODEONS to suit the times—viz.: 4-octave, rosewood, $100 to $175; 5c. 64, $125 to $225; 6c. Rosewood, $250 to $300; Grand Pianos, $400 to $500. Pick's Improved Melodeons, Gerhart's patent, $45 to $125. Second-hand Pianos from $60 to $120, being a reduction of 50 per cent. from usual prices. Each instrument fully warranted. McDONALD BROTHERS, Manufacturers, No. 323 Bowery, near Houston-st.

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GREAT BARGAIN.—Grand Diagonal square Piano-Fortes, 6½ octaves, superior tone, elegant case, by the City maker, and warranted; been used a few months, will be sold for $200. Owner leaving the City. Can be seen at No. 4 College-place for a few days, from 10 to 2 o'clock.

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PIANOS FOR SALE.—An assortment of magnificent new Pianos, at prices from $100 to $250. Second-

New-York Daily Times.

NEW-YORK, WEDNESDAY, MARCH 14, 1855.

To Correspondents.

[illegible] All communications to this office will receive no attention. All letters proposing to write, facts must be accompanied by the name of the writer, not for publication, but as a guarantee of the good faith of the parties concerned.

We cannot undertake to return manuscripts that may be not for publication.

Correspondence containing important news, from any quarter of the world, is solicited. If used, it will be liberally paid for.

The Pacific Not Arrived.

We regret to say that nothing had been heard of the over-due steamer of the Collins line to the hour at which our paper went to press this morning. The *Africa*, of the Cunard line, from Liverpool March 3, is due at Halifax, but no telegraphic notice of her arrival has been received. It is hoped that her advices will relieve the growing anxiety of the public on this side about the non-arrival of the *Pacific*, by announcing some unexpected delay at Liverpool.

Rights of Americans Born Abroad.

We congratulate those American families whom the exigencies of business or the pursuits of pleasure, detain for lengthened periods abroad, upon the passage during the last session of Congress of an act to secure the rights of citizenship to such of their children as may chance to be born during their absence from the United States.

The most striking feature of the American character is its restlessness, energy, and enterprise,—the constant tendency to locomotion and movement of the whole mass of the population; a feature which excites attention and comment among ourselves, and surprise and astonishment among observant foreigners. The exodus of the population of the Eastern States to the solitudes of the West is only surpassed in magnificence by the exodus of Ireland and Germany to America; and both have combined as far exceed in numbers those famed descents in the fifth and sixth centuries of the barbarians of Northern Europe upon the Roman Empire, as the peaceful and beneficent fruits of the former excel the desolation and ruin which followed in the track of the latter. This migratory disposition of the American, this restless and untiring activity in the search for new fields for the labors of the husbandman, and new seas for the peaceful triumphs of commerce, has carried him not merely to the uttermost verge of his own country, but to all the capitals of Europe; to the remote and obscure regions of Japan and Australia, and has placed him among the foremost, from the mere enthusiasm of adventure and feeling, in the exploration of the frightful and frozen regions of the Polar Circles.

Hitherto, notwithstanding this wide-spread propensity to adventure and travel, our laws have been very inadequate to all exigencies of the situation of Americans abroad. While we have been exceedingly jealous of any encroachment upon our rights and dignity from abroad, our domestic laws for their preservation have been very incomplete. And a disturbing uncertainty has heretofore prevailed as to the precise *status*, politically and civilly, within the United States, of Americans who were born without their limits and jurisdiction.

The cases of diplomatic agents of the Government, and of those few individuals who came within the provisions of the almost obsolete law of 1802, were alone exempt from this uncertainty. After the example of Great Britain, we had adopted the principle that the place of birth determines the question of citizenship. And yet, it was for this principle, carried to the extent of the denial of the right of expatriation, that she fought us so sternly and tenaciously, and with alternating victory on the land, and defeat on the sea, in the War of 1812.

By our adoption of this principle, the children born abroad of our own citizens had been virtually cut off from us. Their rights of succession to property, and to political franchises, were left afloat, and dependent upon such extraordinary action as the Legislatures of the States might be pleased to take in each individual case.

Thirty years ago Chancellor KENT called attention unavailingly to this surprising neglect and omission in our laws. Since then, the number of Americans in foreign parts has been rapidly augmenting from year to year, until at the present time we find at Paris, an American hotel of vast proportions and splendor, rapidly approaching completion, an American newspaper in full operation, and a constant fleating population of upwards of a thousand Americans. Radiating from that capital as a centre, they penetrate every quarter of Europe, from the pines of Norway, to the olives and the vines of Italy—from the beautiful gardens of England to the barren Steppes of Russia. We find them in Africa, on the bosom of the venerable Nile, and under the shadow of the Pyramids. In Asia, beneath the cool shade of the sombre Phrygian pine, and amid the ruins of the elegant architecture of the Saracens. Overleaping the adamantine wall of Chinese and Japanese prejudice, and pursuing with an unquenched ardor the search of adventure on the remote and barbarous shores of the Loo Choo Islands.

Within the last fourteen years, no less than four different bills have been introduced into Congress on this subject of the rights of Americans born abroad. On one occasion Mr. WEBSTER introduced a bill respecting it into the Senate, but it was suffered to lie unacted upon. Finally, during the past Winter, substantially the same bill that was reported to the Senate, now fourteen years ago, by Mr. WEBSTER, has been again proposed by Mr. CRITTENDEN, and at last enacted into a law and approved by the President, in the terms following:

"Persons heretofore born, or hereafter to be born, out of the limits and jurisdiction of the United States, whose fathers were, or shall be, at the time of their birth, citizens of the United States, shall be deemed and considered and are hereby declared to be citizens of the United States: Provided, However, that the right of citizenship shall not descend to persons whose fathers never resided in the United States."

This bill, in using the word *heretofore*, covers the whole ground, and provides for every exigency of the past, as well as of the future. The period during which it has been suffered to lie unacted upon is a striking example of how slow and reluctant legislation with us often is, in the case of laws the most salutary and unexceptionable, while others of the most doubtful propriety and utility meet with a speedy passage. The proviso with which the bill closes is intended to prevent the descendants of Americans born abroad from transmitting in turn the rights of citizenship to their descendants, in case they should never return to the United States. Without such a proviso, there might, in process of time, exist a class of persons abroad who, although in every sense of the word foreigners, would still be deemed Americans by the law—a state of things which would be quite adverse to the policy of all Governments, and peculiarly offensive in the present state of feeling in our country.

In the cases provided for by this bill, the law of France permits the individual, on attaining his majority, to choose for himself, either the country of his parents or that of his birth. Under these circumstances, unless our Courts recognize the right of expatriation, in time we may perchance have among us some individuals possessing the double character of Americans and Frenchmen. And possibly, delicate questions of State may spring up between the two Governments out of this anomalous circumstance. Without speculating however upon what singular and rare questions the operation of this law upon future events may possibly evolve, we feel satisfaction in the existence of this fresh guaranty of the personal political and heritable rights of Americans born abroad.

The Czar and India.

CZAR NICHOLAS is now pursuing a vast scheme of aggrandizement, similar to that which was pursued by the Romans for seven centuries. He prosecutes it with the same inflexible pride and pertinacity as they did—with the same disregard of all the elegant and useful pursuits and humanities of life—and tramples with an equal pride and haughtiness upon prostrate nationalities. The scheme may be prosecuted as long and as successfully, and end as fatally to the Muscovite, as it did to the Roman Empire.

It was under PETER I., that from an Asiatic, Russia became a European State. Before unknown to diplomatists, she was then first recognized as an element in the arrangements of the affairs of Europe. Before trading mainly inland, with Asia and China, she then began to build ships and engage in commerce. In 1721, by the treaty of Neustadt, she stript Sweden of an immense territory on the eastern shores of the Baltic. By the triple convention of St. Petersburg, of 1772, she gained Lithunia as her share of the plunder of Poland. By that gigantic political crime, deliberately consummated by a second and a third partition, Russia, Austria, and Prussia, gave the lie to their former protestations of faith in the principle of the balance of power, and adding shamelessness to rapacity, appealed to that principle, which they then overthrew, in boldly asserting that the partition was politically just, because the division was equally made. The sophistry of the excuse is equaled only by the atrocity of the deed.

The peace of Fredericksham followed the Swedish revolution of 1809, and Sweden was then again impoverished and degraded in rank by the cession to the Muscovite power of Finland and the Islands of Aland.

Turning from the North, we find the Czars pursuing the same rapacious policy, and with the same success, in the South—the Ottoman Empire in every successive war humiliated and weakened, and stript of a portion of her territory—the independent tribes of the South and West from time to time subdued and incorporated into the Russian Empire, and the contest for freedom maintained only among the fastnesses of the Caucasian mountains. From PETER I. to CATHARINE II., in the short space of seventy-three years, a vast territory, containing an aggregate of ten millions of people, was incorporated into the Russian Empire. England is not possessed with a vain and causeless fear respecting her Empire over the East, when she beholds Russia making these gigantic strides towards Persia and India. She knows full well that the howling wildernesses of Affghanistan and Beloochistan proved no insurmountable barrier to the ambition of ALEXANDER THE GREAT and his army. Carrying with him the *Iliad* of HOMER in a golden casket to inflame his love of military glory, that heroic Captain, starting from Greece, marched through Persia and India in triumph, and paused only on the banks of the Ganges, when his breathless and fainting troops refused further to follow their power-intoxicated leader. Ambition is the same passion, and man has the same capabilities to-day that he had then. And although the ambition of NICHOLAS may not be of as noble a nature as that of this ancient conqueror, it is no less persistent, insatiable and vast. He is not ignorant of the career of those of the ancients whom he would rival, nor of the encouragement to invasion which India offers, from the oppression and extortions of the East India Company, atoned for in part by the stability of its rule under the patronage of the British Government.

The English Empire has been acquired in India by rapacity, as the Muscovite Empire has been extended in Europe by injustice. It would be an act of that retributive justice, which we see running through the whole course of events, should the spoils of an innocent people, secured to England by one act of rapacity, be snatched from her grasp by another.

☞ C. & M. MELLON, of Thirty-sixth-street, corner of Sixth-avenue, have made a bronze likeness of Mayor WOOD, of half size, which is very natural and life-like.

The City Railroads.

The discussion before the Board of Councilmen on the practicability of reducing the City Railroad fares, will be resumed to-day. There will be ample statements and calculations on both sides—to prove that three cents is sufficient, and to counter-prove that even five cents is a poor speculation. Hastily glancing at this matter, one would be disposed to side with the Railroad Companies. In the aggregate their dividends have not recently exceeded three or three and a half per cent. on the capital invested. This is small enough, and disproportionate to the undoubted convenience of their various lines. It should certainly be an object with the public, as with the directors, to run the cars at a fair remunerative profit—otherwise neither can be satisfied. Good accommodation and speed cannot be supplied at a loss, and these desiderata should be purchased at a fair marketable price.

The smallness of the declared dividends is a little remarkable to any one accustomed to travel on the City Railroads, particularly if he have also some experience in City Stages. The cars to all appearance are well filled—crowded in fact during the best hours of the day and night. The stages, on the contrary, although limited in capacity, are but seldom thoroughly filled. The expense in each—so far as the leading item of horseflesh is concerned—is the same. Yet the stages pay handsomely, and the cars realize but three or three and a half per cent.

Before it is possible to understand this anomalous fact, we must remember that the Railroad Companies have anticipated the growth of the metropolis, and made provisions for the accommodation of a comparatively unpopulated locality. Within a few years all the lines have doubled—some of them trebled—their length. Fresh stock has of course been created for this purpose—and other purposes, it is said, such as buying off stage lines, jobbing in dépôt property and the like—and added to the original investment. But this fresh stock—unproductive in itself—has also shared the dividends. The lower part of the City has in effect been taxed for the upper part; and every workingman who lives in Thirtieth-street contributes two or three cents towards expenses incurred for running the cars up to Sixtieth or Eightieth-street. One uniform rate on each line would be a noticeable feature if there was one uniform population. But there is not, and the system imposes a burden on the majority for the benefit of the minority. Not only is this obvious with respect to fares, but also with respect to accommodation; the majority suffers all the annoyance, the minority all the convenience of this equality. A person going a moderate distance up town, stands an excellent chance of being crowded out of his seat for the whole distance. If he is going, however, to Sixtieth-street or Yorkville, he is certain of plenty of room for two-thirds of the distance.

Whether this is the proper occasion for reducing the fares on all the lines may admit of argument. There is policy, we should suppose, in making an accommodation like the City Railroads as universal as possible, and this can be done only by making them available to the masses. A system of commutation might be adopted—a system which is always safe, inasmuch as it secures a fixed patronage. Conceding this to the people, there would not, we think, be any strong objection to the present rates as a basis for the future. It is desirable to unite the two ends of the City as cheaply as possible, and for this purpose a uniform rate is, perhaps, imperative—even if it be five cents.

In addition to commutation or reduction of the fares, another and more important matter should engage the attention of the Committee. We refer to the actual accommodation afforded by the cars. A thing is cheap or dear according to its usefulness. The use of a car is to give rest as well as transport to the weary. Estimated by this standard, the cars are now the dearest mode of conveyance in the City, and will remain so until a proper licensing system has been established for their governance. From an excess of generous absurdity, the public has hitherto consented to put up with mere foot room. Provided there was a chance of sitting, standing or hanging on to the wooden den, the people paid their five cents. No matter how full, the conductor is consequently always ready to take up more passengers, and to cram them into his pestilential carriage. Riding on the step of an omnibus is luxurious compared with sitting, standing, or hanging on to a Sixth-avenue car towards night-fall. Now this can and should be remedied. Every passenger should have a seat, and be entitled to it to the end of the journey; he should not be compelled to vacate it to the first chambermaid who hails the vehicle; he should not be expected to carry two other passengers on his most troublesome corns; he should not be poisoned by the foul breath of fifty or sixty persons, but should have what he bargains for—accommodation, ease, and conveyance. In London, every public vehicle is licensed to carry so many, and an excess of the given number subjects the proprietor to a fine. It should be the same here. A crowded car is no convenience to the public, but simply a saving to the Company.

We suggest to the Committee the necessity of obtaining a commutation if possible, and without the establishment of two rates of fare. But, under any circumstances, to compel the Railroad Companies to run a sufficient number of cars, and to license each, so that a proper number of passengers may be carried in it, and no more.

☞ KISSAME, the noted character who has figured in the *Martha Washington* and Chemical Bank cases, was placed upon his trial in this City yesterday, on the charge of obtaining money from the Bank by forged checks. The case is of peculiar interest; it will occupy several days.

Our Little Sister Rhody.

The modest and frugal State of Rhode Island is much exercised just now through her leading Press, the Providence *Journal*—the editor whereof is an ex-Governor of the Commonwealth, and ever solicitous for her prosperity and honor—in regard to the extravagance of the present General Assembly. That profligate body, it seems, is about to add no less a sum than thirty thousand dollars to the annual appropriations. An indirect insult is aimed at the wisdom of the people by setting aside ten thousand dollars for the care the insane; and another indignity to their intelligence by appropriating the wasteful figure of nineteen thousand dollars to public schools! Worst of all, the morality of the State and the memory of ROGER WILLIAMS are libeled by a "special appropriation" of twenty-five thousand dollars for the State Prison. Then comes "the increased pay of jurors and additions to some other salaries." In the last is not reckoned, we presume, any addition to the pay of the Governor, which is, and has been, from the time the memory of man runneth not to the contrary, *four hundred dollars* per annum; house rent not included.

It is much to be regretted that the prevailing demoralization and extravagance of the times have at length reached our pattern little sister. We do not wonder that our distinguished cotemporary of the *Journal* should resist their inroad with the sturdy eloquence of his practiced pen and the wisdom of his experienced statesmanship. He cries aloud and spares not. The "small leaks, amounting together to a pretty large one," can only be stopped, he insists, by a new financial system, with regular estimates, and greater accountability in disbursing officers. The revenues of the State, it seems, have been recently swelled by sundry bank bonuses, but these are now expected to fall off—the hard times for banking interfering—and some new sources of supply will have to be opened if the present enormous expenditure is maintained.

There is, as we have intimated above, one redeeming feature to this sad picture of sister Rhody's dissipation. The Governor's salary is not increased. It remains at the ample figure, fixed by the honored and prudent predecessors of the present General Assembly. Had this been changed, there would have been no remaining hope for the reclamation of the giddy hoyden. Ample, we call it, for it has always proved so, save on *one* occasion, when the Governor offered $500 reward for a Southern blade, who violated the territory by fighting a duel across the State—he standing in Massachusetts and his antagonist in Connecticut—and the whole commonwealth was scandalized by the general, but very natural inquiry, as to where the odd hundred dollars was to come from in the event of his apprehension!

Ocean Mail Appropriations.

The Navy Appropriation bill passed by the late Congress, has been officially published at Washington. The eighth, ninth, tenth and eleventh sections were added by way of amendment, to cover the appropriations for the Ocean Mail Service of the Government, under existing contracts for the next fiscal year, beginning July 1, 1855, and ending June 30, 1856, and for deficiences the present fiscal year. The latter were deferred at the close of the long session last Summer, by the failure of the regular Ocean Mail bill, upon which an attempt was made to engraft the six months' notice for the discontinuance of the COLLINS contract.

	Next Fiscal Year.	Deficiencies 6th Year.
Collins Line	$619,000	$559,000
New-York to Aspinwall	261,000	202,000
Panama to Oregon	328,000	249,000
N. Orleans to Vera Cruz	69,000	
Bremen Line	200,000	200,000
Havre Line	150,000	150,000
Charleston to Cuba	50,000	50,000
Panama Railroad	150,000	120,000
Total	$2,027,000	$1,530,000

New War Bounty Warrants.

The first of July is named by some of the Washington letter writers as the earliest day at which it will be possible for the Commissioner of Pensions to make a beginning in the issue of the new Land Warrants, under the recent liberal act of Congress granting bounties to the Soldiers and Seamen employed in the War service of the country from 1790 to the present time. It is stated that the Commissioner and his chief clerk are pushing the preliminary arrangements to this object. Blanks have to be printed; plates engraved; an extra force of clerks to be employed, and other indispensable preparations to be made, before the evidences of the innumerable claimants to these bounties can be acted upon.

☞ The City authorities appear to be at a stand-still in the pursuit of BAKER. The utmost efforts of the City Judge are put forth to little purpose, if the Common Council has no power to intercept the fugitive. The expense of chartering a steamer to cruise to the Canaries and back is estimated at $20,000. As the matter now stands, no officer of the City Government possesses the power to order the departure of a vessel. Complaints for perjury were laid yesterday against a principal witness in the POOLE Inquest. The examination is pending.

India Rubber Patent Case.

On another page of to-day's paper will be found the charge to the Jury of Hon. Judge PITMAN, United States Circuit Court for Rhode Island, in the suit, recently terminated, of HORACE H. DAY vs. ISAAC HARTSHORNE & Co., of Providence, R. I., for alleged infringement of a patent which was originally obtained and subsequently extended in the name of EDWIN M. CHAFFEE, for the preparation of India Rubber and its application to cloth, &c., without the aid of a solvent. The cause occupied six weeks in its trial, and, from the extent of the interests involved in it, attracted very general notice. The defence was conducted with much ability by JAS. T. BRADY, Esq., of this City, assisted by CHARLES S. BRADLEY, Esq., of Providence.

FROM PORT AU PRINCE.—By the schooner Eugene Spring, Capt. COURS, arrived yesterday, we have dates to February 17. The Fever was raging at this date. All the vessels in port had lost more or less of their crews.

Nassau Hall in Ruins.

The destruction of Nassau Hall has already been announced. The sons of "Old Nassau," as they are wont to call her, were proud of the historic recollections that clustered so thickly around the building whose walls alone remain—magnificent even in their desolation.

About 8 o'clock P. M., upon Saturday, the 10th inst., a fire broke out in one of the rooms of the second story. It is not precisely known how it originated. It is probable, however, that the carpet caught from a spark, or from a piece of wood having rolled from the fireplace upon the floor. All the efforts of the officers and students of the College, and of the citizens of the town, to arrest the flames proved unavailing. The building was of stone, three stories high, with a basement. It was one hundred and seventy-six feet in length, and at the time of its erection (1754) was the largest edifice in this country. At the time of its destruction it was occupied by two of the tutors and eighty-three students. One of the tutors and many of the students had their furniture, libraries and wardrobes entirely destroyed. The greater portion, however, of the effects of the students was rescued. The loss upon the building is about $30,000—insurance, $12,000. The personal property destroyed amounted to about $5,000. This will fall heavily upon the students, many of whom can ill afford the loss.

At an early period of the fire, even before the building was, by most persons, considered in danger, the door of the picture gallery was forced open by Mr. CAMERON, one of the tutors, and Mr. GILCHRIST, a member of the senior class. They were soon joined by Professors GIGER and DUFFIELD, and others, citizens and students, eager to rescue the portrait of WASHINGTON by the elder PEALE, and the portraits of the earlier Presidents and friends of the College. These were all removed without injury to a place of safety. The portrait of WASHINGTON was painted in 1784 at the request of the Board of Trustees, and is considered one of the finest productions of American art. The frame in which it is placed formerly contained a portait of GEORGE I. During the battle of Princeton, January 3, 1777, a cannon ball entered one of the chapel windows and destroyed the portrait of his Majesty. Little respect was shown to royalty of those days.

During the Revolutionary War, the building just destroyed was occupied by the British as a barrack, and subsequently by the American troops as a hospital. Congress also met in it in 1783, when obliged to leave Philadelphia that its deliberations might not be overawed.

Upon the 2d of March, 1802, it was destroyed by fire. The late beloved President, (Dr. CARMICHAEL,) was at that time a tutor. Twice has he witnessed its destruction, and we trust that he will a second time behold its restoration.

The duties of the institution will not be at all interrupted, and immediate steps will be taken towards rebuilding it. The indomitable energy of its worthy President, Dr. MACLEAN, is well known. He bears the blow with the calm resignation of a Christian philosopher, satisfied that there is One who can "bring good out of evil."

For some time an effort has been making to secure an endowment of $150,000 for this institution. More than half of this amount has, we understand, been contributed by its friends. The late financial crisis has impeded the completion of this design. It is to be hoped that the recent calamity will induce all who feel an interest in her welfare to use their utmost efforts not only to complete, but even to extend this endowment. Nassau Hall has peculiar claims upon the country. Among her Presidents she can number EDWARDS, the great metaphysician, DAVIES, whose prediction of WASHINGTON's greatness has been so often quoted, and WITHERSPOON, one of the signers of the Declaration of Independence.

Harvard, (1636), William and Mary (1693), and Yale, (1700), are the only institutions that were founded at an earlier period.

Among her graduates have been some of the most distinguished men of this country. To select from among the living might seem invidious, where there are so many adorning the forum, the legislative hall, and the pulpit.

From the dead we shall recall but one name—that of JAMES MADISON. JUNIUS.

We have received from President MCLEAN an announcement that will interest all friends of the College. It is as follows:

For the information of parents and guardians of youth in this institution, I deem it my duty to give public notice, that no one was injured by the fire, which, on Saturday night the 10th instant, destroyed the North College building. There will be no suspension of the College Exercises,—they will be continued as heretofore. The East and West Colleges, and the buildings containing the Lecture and Recitation rooms, were uninjured. Provision for the comfortable accommodation of those students who have lost their rooms will be made at once.

JOHN MACLEAN, President of the College.

PRINCETON, March 12, 1855.

German Opera at Niblo's.

The reproach that German Opera has never succeeded anywhere but in Germany, will, it seems likely, be reversed in New-York. For an opening night—and such a night! wind, rain and hail pleading fiercely for the fireside!—NIBLO's presented an auspicious appearance. The best German families in the City were represented there last evening, and the square-headed artizans also. Blue eyes and flaxen hair flashed from the dress circle and the parquette in a manner that would have been perfectly awful under more approachable circumstances. Gentlemen with beards to their waists, and an incurable habit of speaking loud! Opera books printed in agonizing type, and totally unconscious of an English disguise! Playbills a yard long, and ruinously extravagant in large letters! Five hundred people talking in five hundred different accents, but all talking loud and enjoying themselves in a disreputably happy manner! Such the appearance of the house—impressing the astounded critic with the belief that the people present actually went to enjoy themselves, and not for the mere purpose of display.

The German Opera, while in the Bowery, was successful; but the location being objectionable, it was determined to make a bold effort in a conveniently situated house. Hence the season here.

FLOTOW's opera of "Martha, or the Fair of Richmond," is familiar to an American public, having been given in English some years ago by the BISHOP troupe. It is a light, playful, trickey sort of opera—half French, half English, and not at all German in character. There is activity and rhythm in the music—two features always acceptable to a general audience—but very little sustained melody. The *Mobligesanch* chorus, with the tambourine accompaniment, possesses an uncouth vigor that is extremely pleasing. This is by far the most striking, as it is the most scattered melody in the opera. A Terzetto in the first act, and the spinning Quartette in the second, are admirable specimens of fluent, graceful writing, and will always be popular. The finale to the first act—the Market scene—will bear favorable comparison with any modern opera.

The following was the caste of last evening: Lady Harriet Durham, Mrs. SHEMENSKI; Nancy, Miss D'ORMY; Lord Tristan, Mr. BERRINGER; Lionel, Mr. QUINT; Plunkett, Mr. VINCKE.

All the above artistes are known to the Opera community, having at various times sung in Italian, English, German, &c. They afforded a good ensemble and were confident for their roles. The orchestra under Mr. UREME is strong and efficient, but needs cultivating in the brass department. Chorus quite good.

Altogether the first performance of the German Opera may be considered a decided success. By the way, the managers should publish libretti, with German and English translations. We should not be surprised if German opera became a permanent thing with us.

A Valuable Nautical Instrument.

At a recent session of the Academy of Sciences at Paris, a letter from a gentleman of Genoa was read, in which he announces his having invented a mechanism by means of which the latitude and longitude of a ship can be readily ascertained without an observation of the sun or moon, and without a comparison of the time on the ship with the time of the chronometer.

Not quite equal to this extraordinary instrument, the alleged capabilities of which we venture to doubt until it has been practically tested, we would mention a new and exceedingly valuable nautical instrument, which has already been practically tested and proved by Capt. COURCOUX of the *Baltic*, in his trips across the Atlantic. It is the work of an exceedingly shrewd and quaint Yankee, now residing in New-Brunswick, N. J. Its peculiar value consists in the fact that it makes no use of an artificial horizon, and determines the latitude and longitude of a ship equally well in *foggy as in clear weather*, provided some known heavenly body can be seen. This is a desideratum in nautical instruments which has long been sought after, but hitherto without success.

Hospital Practice—How is This?

To the Editor of the New-York Daily Times:

SIR: A patient of mine, Lieut. COLBRAY, was removed while very ill with delirium tremens to the Brooklyn City Hospital, by the orders of Dr. COCHRAN, in my absence and without my knowledge or consent. The patient died suddenly and under very suspicious circumstances, and the physician, the clerk and the attendant nurse have given contradictory reports. The Superintendent now refuses to let me see the Hospital report of the case.

Are the transactions of this public Institution to be kept in the dark? The Superintendent extorted $25, and refused to return to the widow a cent, although her husband was only seven hours in hospital until he died.

The public should know that it is possible for a man to be maltreated in hospital as well as out of it. Is all inquiry to be crushed out? Is extortion of money, is gross carelessness in treatment, to be smoothed over, because committed in a large building and under pompous officials?

BROOKLYN, March 12, 1855. MEDICUS.

The Prohibitory Law in Canada.

Correspondence of the New-York Daily Times.

QUEBEC, Monday, March 5, 1855.

The Prohibitory Liquor Law, although opposed by all the members of the Government, with two exceptions, was advanced a stage last week. The motion for going into Committee on the bill was carried by 51 to 16, and in Committee the first clause, affirming the principle of Prohibition, was adopted by a majority of 45 to 23. The discussion which took place on the bill at this stage of its progress was not possessed of much interest, but the vote was of importance as showing the strength respectively of the friends and opponents of the measure. Of the two members of the Government who supported it, one, Hon. ROBERT SPENCE, is probably a Maine Law man on principle; the other, Solicitor-General SMITH, loves a bottle of wine, and supports Prohibition for popularity or Buncombe.

Sweeping Machines.

The Mayor has directed that the Second Ward shall be entirely given up to the Street-Sweeping Machine Contractor for the purpose of experimenting on, previous to any fixed arrangement being made as to their final adoption. The time set apart for trial is one week.

BUSINESS NOTICES.

STATE AND NATIONAL LAW SCHOOL, POUGHKEEPSIE, N. Y.—Diplomas given admitting to practice. A circular sent by request, directed to J. W. FOWLER, President.

SPRING, 1855.—CUSTOM DEPARTMENT.—OUR stock of Cloths, Cassimeres and Vestings for Spring trade is now ready for inspection, embracing everything that is new and desirable, of our own importation, or at home. The cutters of this department, headed by Mr. A. M. Vail, Pelt, are artists of the first class in their several lines of Coats, Vests and Pants, and our determination is to spare no pains or expense to make this a very popular department of our business. The directions to the cutters are, to finish every garment up to the best standard of taste and workmanship, the quality to be always fairly represented; 2. To be prompt to the very hour a garment is promised; and 3. To be a little lower in price than garments of the same description can be had for elsewhere. D. DEVLIN & CO., Nos. 258, 260 and 262 Broadway.

DEALERS IN CLOTHING VISITING NEW-YORK this season are respectfully invited to examine our stock of Spring and Summer Clothing, as we feel assured they will find it, from its extent, variety, style and cheapness, well worthy of their consideration.

While the disposition of our manufacturers this season has been to greatly reduce their stocks, we have availed ourselves of the advantages of a low market for goods and labor, to manufacture a much larger one than usual; we have every one of which, consequently, we will be enabled to offer at remarkably low prices. D. DEVLIN & CO., Nos. 258, 260 and 262 Broadway, cor. Warren-st., N. Y.

GREAT BARGAINS IN CARPETINGS.—SMITH & LOUNSBERY, No. 422 Broadway, (near Canal-st.), are now prepared to exhibit one of the most beautiful stocks of Carpets ever offered in this market, at a reduction of 20 per cent. from last season's prices:

Rich Velvet ..... 10s. to 14s. per yard.
Rich Tapestry ..... 4s. to 6s. per yard.
Rich Brussels ..... 7s. to 10s. per yard.
Rich Three-Ply ..... 4s. 6d. to 5s. per yard.
Best Ingrain ..... 3s. to 3s. per yard.
and other goods equally low.

CARPETINGS.—PETERSON & HUMPHREY, No. 359 Broadway, corner White-st., have just received from the late auction sales, a large assortment of Carpetings, &c., which they will sell at the following low prices:

Rich Velvet Carpet, 12s. to 16s. per yard.
Rich Tapestry, 4s. to 10s. per yard.
Rich Brussels, 6s. per yard.
Three-ply, 5s. to 5s. per yard.
Ingrain, (Lowell make,) 3s.
And all other goods equally low.

SPRING HAVING MADE ITS APPEARANCE, GENTLEMEN are commencing to lay aside their Winter apparel, and are beginning to call on ALFRED MUNROE & CO., Nos. 441 Broadway, to supply them with a new outfit, suitable for the season, such as Spring overcoats, business coats, pantaloons, vests, Marino socks, cravats, hat, &c. They keep good goods, well and fashionably made up together with a choice assortment of furnishing goods. Boys and children's clothing, of every description, cut and made up in style warranted to be as represented. One price and no deviation.

HERRINGS' PATENT CHAMPION FIRE-PROOF Safes, with Patent Powder Proof Locks, received the highest premiums that were awarded separate medals at the World's Fair, London, 1851, and World's Fair, New-York, 1853 and 1854, and this is the lock, and the only powder proof lock that received a medal at the London World's Fair, though others were on exhibition, and now advertised as "Superior to Powder Locks." The subscriber and his agents are the only persons authorized to make and sell his Patent Champion Safes, with HALL'S Patent Powder Proof Locks. B. C. HERRING, Green Block, Nos. 126, 127 and 128 Water-st., New-York.

PIANOS.—T. GILBERT & CO.'S CELEBRATED Æolian, Piano, Horace Waters' modern improved Pianos, and those of a large number of other makes, comprise the largest and most desirable assortment in the United States, will be sold, at prices which defy competition, for cash or satisfactory paper. Persons in the City receiving orders for Pianos will find it to their advantage to call.

HORACE WATERS, No. 333 Broadway.

POPULAR TRADE.—E. H. LEADBEATER & CO., No. 247 Broadway, are now selling rich Silks, Delaines, Barages, Bombazines, Linens, Ribbons, Shawls, &c., cheaper than any other establishment in the City. They offer this morning fine French Ginghams, yard wide, at 12½; Barages from 12½, 6d., yd.; Rich Silks at 62½, 75, and 87½, and all other kinds of goods equally cheap.

WILL BE SOLD ON THURSDAY NEXT, BY A. J. BLEECKER, Auctioneer, at the Merchants' Exchange, the valuable property, corner of 6th-st. and Waverly-place, being fifty feet on the square and eighty feet on Waverly-place. Rents for $2,400. For terms, apply to T. H. BOLMAN, 32 Wall-st.

HYATT'S LIVE BALSAM.—RHEUMATISM, IN ITS most painful forms, also scrofula, old ulcers, and the worst cases of diseases of the blood, great debility, liver complaint, lithogye, hardened contracted limbs, &c., are most certainly cured by this great remedy. Principal Depôt, No. 185 Greenwich-st. 75 cents per bottle.

REMOVAL.—FAIRBANKS & CO. have removed to No. 189 Broadway, near Dey-st., where they offer a full assortment of their Platform and Counter Scales, and also the most extensive variety of weighing apparatus to be found in the United States.

MELODIONS.—G. D. & H. W. SMITH'S MELODIONS, tuned the equal temperament, and for tone and ease of the finest kind, Piano-forte, at HORACE WATERS, No. 333 Broadway. The trade supplied on the most liberal terms.

GENUINE SPRING STYLES OF GENTLEMEN'S Hats and Caps are now ready, at No. 154 Broadway, opposite St. Paul's Church.

PETERSON & HUMPHREY, NOS. 357 AND 359 BROADWAY.—Carpetings, Oil Cloths, Mats, Rugs, Matting, &c., on the most reasonable terms for cash.

Gen. Cass on the Know-Nothings.

The following letter from Senator Cass, to some New-Hampshire politicians, appears in the *Patriot*, March 10:

WASHINGTON, Friday, Jan. 26, 1855.

DEAR SIR: I have received your letter, asking me, on behalf of the Democratic State Convention, to visit my native State, and address the Democracy upon the great topics which are now pressed upon the attention and action of our party throughout the whole country.

I should be glad to do so if I could with propriety. Early associations have not lost their force; indeed, they are yet powerful, and bind me to the land of my birth by those which can never be broken. I am proud of the character of its people, and I am gratified for the education which its institutions gave me, and which laid the foundation of whatever usefulness may have attended me through life.

But I have deemed it proper to perform those which I cannot neglect, and I could not accept your invitation without the chance of being absent during the discussion and decision of important subjects, some of them locally interesting to the people of Michigan. And your election follows so closely upon the adjournment of Congress, that the intervening period will not be the time for public political discussion. I, then, therefore, beg you to excuse me for declining to visit you.

I cannot better myself that any views I could present would furnish any information to the Democracy of New Hampshire. Long and unhesitatingly, and I may add strenuously, have they supported the principles of our party, the political faith taught by WASHINGTON, and JEFFERSON, and JACKSON, and by a host of patriots whose names adorn the fairest pages of our history.

I will not believe that they are now prepared, when experience has been the expositor, and when the ascendancy of our party and the policy it inculcates have aided in impelling our country onward in all the elements of power and prosperity, with a rate of progress before unknown in the annals of the world; I will not believe that, at such a time and under such glorious circumstances, that ascendancy is to be relinquished and that policy abandoned for new combinations and for a strange and startling creed.

Fortunately, our national progress has proved the truth and wisdom of our principles, while these have exerted a salutary influence upon that progress. Let us not remove our ancient land-marks, but hold on to the political inheritance which has descended to us. And I earnestly hope that the New-Hampshire Democracy will remain as firm as their own everlasting hills, becoming a monument at once of patriotism and fidelity to the Constitution. If others in the States around them yield to sudden and dangerous impulses, so be it. While we regret, we cannot prevent it. Soon the excitement will pass away.

In the meantime, by zealously adhering to our tried course, we shall hasten this desirable period, and shall stand absolved from all the consequences which this unfortunate state of things may bring upon our country.

I am, dear Sir, with great respect, your obedient servant, LEWIS CASS.

FRANCIS B. PEABODY, Esq., Concord, N. H.

Woods on Fire and Cotton Burned.

From the Charleston Standard, March 10.

Our citizens were surprised, on yesterday, by a strange appearance in the atmosphere about this city. There was everywhere about a palpable mist, which gave an exceedingly curious appearance to affairs. The sun, in the middle of the afternoon, could be stared in the face without shrinking. He was fiery red, but harmless to look upon; but the darkness was as great as though he had been eclipsed. One cause of this phenomena was the dust which, during the morning, had been whisked about the streets by a strong wind from the northwest, but the principal cause was discovered by our reporter, on his way to the scene of the railroad riots. They were occasioned by the burning of the woods from Goose Creek Bridge to within a few miles of the city. Our reporter, who visited the locality, says the scene was grand nearly to sublimity.

About eight or ten miles from the city the road was fringed on each side by a line of fire, while an occasional pine tree was seen standing like a pillar of blaze, with the flames dancing and rushing out to its extremest limbs. Few of these valuable trees were burned down, however, but the fire continued to increase and spread itself over the surface of the ground. Fences, barns and negro huts were quickly surrounded, and in some instances wholly or partially consumed. Roads were crossed, nor was the iron track invincible against it; and in this connection we would mention the narrow escape of a large freight train of Cotton—indeed, it was not entirely an escape. Eleven platforms composed the train, which careered down the road towards the city. Before they were hardly aware of the danger, they were directly in the midst of the blaze.

It was with the extremest difficulty that either cars or cotton could be saved from burning. Some of those persons employed on the train were badly injured by the fire in their exertions to save the property under their charge; but all was finally brought into safety, with the exception of two platforms, containing about eighty bales of cotton. These were destroyed. After getting extricated from this difficulty, the train continued slowly and carefully on its way to within about five miles of the city, where the conductor, considering it unsafe to proceed further, caused it to be arrested for the night. The cotton which was burned was from Kingsville.

The fire is supposed to have originated from the indiscretion of some person, who, being too regardful of a fine crop of grass in the Spring, had set fire to the old stubble and furze by way of securing that desirable end. This method of clearing the land in these times of general drouth, cannot too strongly be objected against. It must be looked upon as little better than the grossest carelessness. With the high wind that was blowing all day yesterday, and the dry and parched state of every thing near the surface of the earth, it must be regarded as a matter of no little wonder that we have not been obliged to record any more serious results of this conflagration.

Shocking Tragedy in Missouri—Seven Persons Killed.

The *Gazette*, published at Troy, Mo., relates a shocking tragedy, said to have occurred in Monroe County, in that State, recently. According to the *Gazette's* story—which reads as if it might not be true—a gentleman sold his farm for $2,000, deposited it in the house with his family, and left home on business. During his absence he stopped a night at a house three miles from his own, and while asleep, dreamed twice that his family were supplicating for help. He got up, dressed himself, and in company with a German, started for his own home.

The two in a short time came to the house, in which a light was discovered. This unfavorable omen at that hour of the night, (it being about 3 o'clock) confirmed the husband's worst suspicions. They approached the house, and looking through a window, saw five men all surrounding a table, busily engaged in counting and dividing the money which they had secured. The first impulse of the enraged husband was to give an alarm, but the German, who deserves unbounded approbation for the very successful manner in which he managed the affair, bade the man be silent. He then instructed him to go to the back door and knock, upon which the robbers would attempt to make their escape out of the one at which he (the German) was stationed.

The man accordingly made an alarm at the back door, upon which the midnight robbers endeavored to make their escape. Right manfully did the German maintain his position, while with a revolver he killed four of the robbers and wounded the fifth, who was afterwards secured. Would that this were the only bloody spectacle which presented itself at that dead hour of the night. The most heart-sending part remains yet untold. A wife and two or three children had been butchered, and lay weltering in pools of blood. The feelings of a husband and father can better be imagined than described, as he beheld this horrid spectacle. The wounded man having been secured, made a full confession, in which he stated that as organized band of robbers was in the country, and that the ringleader lived in Lincoln or Pike Counties.

Death of Mr. James Brown.

From the Boston Transcript, March 13.

We are called upon to report the death of our esteemed fellow-citizen, Mr. JAMES BROWN, of the well known publishing firm of LITTLE, BROWN & Co. The deceased had been indisposed about a week, but his illness was not regarded as dangerous until a short time before his death. Mr. BROWN was a gentleman of fine business talents,—generous, affable and intelligent, he was very popular with all classes. Few publishers in our country have evinced so much culture, taste and discrimination in their business as the deceased. His house was the abode of refinement and hospitality, and many a distinguished visiter to our State has received the most favorable impressions of society here from the attentions bestowed upon him by Mr. BROWN. Mr. Brown was fifty-five years of age. The funeral ceremonities will be held at his late residence on Wellington Hill at 11½ o'clock to-morrow (Tuesday) morning.

ILLness of Hon. Rufus Choate.—The case of William J. Reynolds vs. Lemuel S. Beecher, on trial before the Supreme Judicial Court, in session at Dedham, was suspended on Thursday, and postponed until the next term in the county, in consequence of the illness of Mr. CHOATE, who was counsel for one of the parties in the case. Mr. CHOATE's illness—which is that extremely painful ailment, "sick headache," although prostrating for the time, and sufficient to compel him to his chamber at the Dedham hotel—is not of a serious nature; and we are gratified to learn that he had so far recovered that he was able to sit up last evening. He is attended by his family, who went to him yesterday morning, immediately upon hearing of his indisposition. It is expected that he will return to town this morning. His sickness is the result of a cold, aggravated by his exacting professional labors.—*Boston Courier, March 10.*

MISS MARTINEAU'S ILLNESS.—PARKER PILLSBURY writes to the *Liberator*: "MISS MARTINEAU is in the last stages of life. The affection of the heart, from which she has long suffered, seems almost to have reached its crisis—a crisis always fatal. Last week she seemed almost gone. She sent farewells to her friends, and arranged for her burial. This week she revives a little, and may live, possibly, a few months yet—though her physicians assure her she holds her life now only 'from minute to minute.'"—*Boston Cour. March 10.*

SPECIAL NOTICES.

NOTICE TO THE PUBLIC.

☞ The breaking up of the cold weather, and the presence of Spring, excite the bile and inertia of our citizens, causing a feeling of lassitude and heaviness, aching and dizziness of the head, and what is commonly known as SPRING FEVER. And why? Because the sudden changes of weather call all the impurities and secretions of the system into action, and the results are the ills complained of; but there is a sure and certain remedy.

"THE BLOOD IS THE LIFE,"

and if the BLOOD be free from all impurities and putrid humors, there will be no disease.

DR. TOWNSEND'S SARSAPARILLA,

as manufactured under the direction of the celebrated chemist and physician, DR. JAMES R. CHILTON, is the only effective and permanent

RENOVATOR AND PURIFIER OF THE BLOOD,

as it contains all the vegetable substances which experience has tested and proved useful in

ERADICATING DISEASE FROM THE SYSTEM.

A few bottles will most effectually regulate and cleanse the system, and

KEEP THE BLOOD PURE.

ESTABLISHED IN THE CITY OF NEW-YORK IN 1840.

Wholesale and retail depôt, No. 212 BROADWAY, cor of Fulton-st., opposite St. Paul's Church, Office, No. 2.

Promissory Notes and other Mercantile Securities Sold on Commission; Loans obtained on collateral securities, by D. M. FARNHAM, (8 Jauncey-court) Wall-st.

☞ The Russelan Salve—25 Cents a Box.—A Russian remedy of 30 years's standing—a sure and speedy cure for Burns, Scres, Boils, and all external injuries; recommended by physicians. Sold by all druggists in the United States. A. B. & D. SANDS, C. V. CLICKENER & CO., C. H. RING, New-York; WM. B. ZEIBER, Philadelphia, and REDDING & CO., Boston.

☞ Fruit and Ornamental Trees and Plants,—including everything necessary to the Garden, Greenhouse, Nursery, and Orchard, with all the recent introductions, at very low rates. Descriptive price Catalogues gratis. Carriage paid to New-York. Ornamental and other planting done in any part of the country. Address B. M. WATSON, Old Colony Nurseries, Plymouth, Mass.

☞ Parsons & Co., Flushing, Long Island, offer for sale, Fruit and ornamental Trees and Shrubs of every desirable variety, with Exotic Plants, Roses, Vines, &c. The trees and plants are very thrifty, and in fine condition, and purchasers are invited to visit their grounds and houses.

For catalogues, apply at 20 Wall-st., basement.

☞ Balm of Thousand Flowers—For beautifying the Complexion and eradicating all TAN, PIMPLES, and FRECKLES from the face. PETRIDGE & CO., Boston. C. H. RING, Broadway, Agents.

☞ Emigrant Intelligence Office and Labor Exchange is Removed from No. 2 Canal-st. to the corner of Centre and Canal-sts., New-York. The Office is established by the Commissioners of Emigration, where can always be found large numbers of laborers and servants at very low rates of wages, and persons can hereby be relieved by writing to the Superintendent, and sending the amount necessary to pay the passage of the parties required. No fees charged to employers.

JAMES F. FAGAN, Superintendent.

☞ Special Notice.—Epicures will do well to dine at the Rainbow Hotel, in Beekman-st., TO-DAY, of some very superior prime Mutton and a fine stuffed Bass, weight 17 pounds. The establishment is now in its full side of prosperity, and kids defiance to competition. It is well Known that the Ales are the best on this side of the Atlantic, and with the old Burton now on tap I can challenge the whole world. W. J. HOWELL, Proprietor.

☞ Rich & Co.'s Salamander Safes.—WILDER'S PATENT with Fowler Proof Locks that never have been robbed. Twelve years in use and not a dollar's worth or books or papers have been consumed in them. They have been tested in accidental fires one hundred and forty-two times. For sale by STEARNS & MARVIN, Nos. 146 and 148 Water-sts., the only makers of Safes combining Wilder's and Rich & Co.'s Patents.

☞ College of Physicians and Surgeons.—The Annual Commencement will be held in the College Hall, No 67 Crosby-st., on THURSDAY EVENING, March 15, at 7½ o'clock. Professor JOSEPH M. SMITH will deliver the address. The profession and the public are invited to attend. ROBERT WATTS, M. D.

Secretary to the Faculty.

☞ Art of Pleasing Life.—The eleventh lecture of the course will be given THIS (Wednesday) EVENING, at 7½ o'clock, by S. S. HANSON, in the Hall of the Mercantile Academy, Nos. 478 and 480 Grand-st. The effects of certain passions and poisons on the vital principle will be considered. For admission 25 cents.

☞ We are requested to state that JAMES M. MILLER & Co., will sell THIS DAY (Wednesday) March 14, 1855, at 1 o'clock, at the City Hall, under the special direction of A. C. Flagg, Esq., Comptroller, the leases of No. 64 Bulkheads, Docks and Slips belonging to the City of New-York.

☞ Splendid Signs—By ALBURTUS, No. 7 Broad-st.

MATRIMONIAL.

A GENTLEMAN OF THE FIRST RESPECTABILITY wishes to correspond with a gentlemanly view, with parents having eligible daughters. As the advertiser's only object is to secure happiness, education, refinement of thought and sensibility, are essential. Address A. O. P., Broadway Post-Office, post-paid.

LOOKING GLASSES AND PICTURE-FRAME MANUFACTORY, Nos. 64, 67, 69 and 71 Fourth-st. By SAMUEL J. SIGLER.

NO INVENTION of the present century equals in utility the far-famed ITALIAN MEDICATED SOAP of Dr. GOURAUD. Its properties for removing tan, freckles, pimples, discolorations, ringworm, salt rheum, barber's itch, chapped and every species of cutaneous eruption, honour on the nineteenth; it can be used in sea or even salt water, thus rendering it available at sea. Hundreds of our naval officers and ship-masters bear witness to its exalted merits.

Dr. GOURAUD'S POUDRE SUBTILE eradicates superfluous hair from any part of the body. Nothing looks so well on a man or woman as a commanding brow. Dr. G.'s instantaneous LIQUID HAIR DYE is another article of primary importance, inasmuch as it will instantly change red, gray or white hair to a beautiful brown or black. GOURAUD'S LIQUID VEGETABLE ROUGE. One touch of the Rouge gives to the palest face the healthful hue of the rose-tree. LILY WHITE, when applied to the skin, heightens to an astonishing degree the brilliancy of the complexion.

HAIR RESTORATIVE not only restores lost hair, but prevents falling out, and renders stiff, wiry hair, soft, curly, silky and glossy. Cures dandruff, &c. Found at the old established Perfumery Depôt, 67 Walker-st., 1st store from Broadway; Mrs. HAYES, Fulton-st., Brooklyn.

WALCOLL BROTHERS—PATENT GRADUATING BUTTON HOLE CUTTERS, AMERICAN SHEAR CO.'S TAILORS' SHEARS, BENT TRIMMERS, BARBERS', BANKERS', and every variety of SHEARS and LADIES' SCISSORS.—The subscribers would call the attention of the public to the above articles, of which they have a complete assortment, which they offer at the lowest prices. The Button Hole Cutters are a comparatively new article, which have recently been reduced full 33⅓ per cent. in price, which brings them within the means of every one, and are decidedly the best article for cutting button holes ever invented. Also, a general assortment of hardware and cutlery, house-keeping articles, cabinet-makers' and builders' hardware.

ABRAMS & JOHNSON, No. 442 Broadway.

SPIRITUAL CIRCLE, AT HOPE CHAPEL, No. 720 Broadway.—By particular request, embodied in a special resolution unanimously adopted at a late meeting of several hundred citizens of New-York, Miss EMMA FRANCES JAY will give her more public Circle on WEDNESDAY EVENING, March 14, 1855, which will be the last time she will address a public assembly in this City prior to her departure for Europe. Tickets of admission, 25 cents. To be had of PARTRIDGE & BRITTAN, No. 360 Broadway.

COBURN'S EXTRA OIL.—Warranted for machinery and burning; to pass, and never gum machinery, or crust the wick in burning. Having been used in place of sperm on steamships and machinery generally for the past eight years, it is no experiment. Barrels, 30 by 40 gallons each. The only Agent in this City is JOHN W. QUINCY, No. 61 John-st.

FULTON LODGE, No. 64, I. O. O. F.—Brethren are requested to be punctual in attendance on WEDNESDAY EVENING next, 14th inst., at 7½ o'clock, at their rooms corner of Court and Joralemon-sts., as questions of vital moment will come up for action on that evening.

F. W. BURCK, Secretary. GEO. KIRK, N. G.

BILLIARD TABLES.—We invite buyers and the public to call and examine one of the most curious cushions ever invented, and recommended to be the best judged. One second-hand table for sale cheap.

GRIFFITH & DECKER, No. 80 Ann-st.

THE LATE WILLIAM POOLE.—The last Daguerreotype of the features of the late Wm. Poole, to be had at HAAS new Daguerrean Gallery, No. 363 Broadway, one door below the St. Nicholas Hotel.

BOUNTY LAND.—All persons entitled to Land Warrants under the late act of Congress, can have the same promptly collected, on application to TAYLOR & BROTHERS, Bankers, No. 78 Wall-st., cor. Pearl.

FIRE AND EXTRA FINE SEATS.—Containing Gilt Mouldings and Velvet Cushions, for sale cheap, by THOMAS F. DEVOE, Nos. 1 and 3 Spring-st., Market.

GAS BURNERS, PORTABLE GASOLINE LAMPS, &c.—Gas fixtures, of the latest patterns, by R. P. & W. READY.

WANTED.

SHEA M.—Call on LIBFINNY C.

SITUATIONS WANTED—By a most highly recommended Young girl, of neat and industrious habits, as nurse in a little family; as a capable parlor maid. A girl of excellent City references. With a fortune of $5 to $6 per month in a private family. Also a neat girl of 16 as child's nurse and chambermaid; is smart and very handy. Has good City references. Would take $4 a month in this City or Brooklyn. Call at No. 320 1st-st., first floor, back room.

SITUATION WANTED—By the advertiser, a young man about thirty years of age, of good business qualifications, now disengaged, desiring a situation as salesman, and to make himself generally useful in any respectable house, wholesale or retail. Salary moderate; no objecting to the country. References undoubted. Address F. C. U., Box 1,719 Post-Office.

SITUATIONS WANTED—As chambermaid, and to help at the washing and ironing of a private family, by a very experienced Protestant girl, with good City references; and as cook, and to wash and iron, or do all the housework, by a very competent young woman. Call at No. 72 6th-st., in the bookstore.

SITUATIONS WANTED—To cook, wash and iron, or to do general housework in the City or country, by two very experienced girls with good City references. To be seen till called at No. 445 6th-st., east of 2d-av., in the rear, first floor.

SITUATION WANTED—By a Protestant lady (German) as an American family as seamstress. She knows all kinds of fine sewing, needlework, embroidery, dress making. Address D. S., *Herald* office, or call at No. 15 Nassau-st., 4th floor.

SITUATION WANTED—By a competent, well recommended girl, to do general housework; understands her business, and is an excellent washer and ironer; makes good bread; can milk and will try to please. Apply at No. 15 Tillary-st., near Fulton, Brooklyn. No objection to the country.

SITUATION WANTED—By an industrious girl, for general housework, in City or country; is a good plain cook, excellent washer and ironer, makes good bread and not afraid of work; is well recommended. Wages, $3 per month. Apply at No. 261 Bowery, at the Coal Office.

SITUATION WANTED—By a young woman, of long experience as cook, washer and ironer, or would do general housework in City or any distance in the country. Is a first rate laundress and baker. Please call at No. 79 8th-av. Has the best of references.

SITUATION WANTED—By a respectable girl as good cook, washer and ironer, and can bake; has no objection to do house work; has no objection to country or city. Can be seen for two days. Please call at No. 20 8th-st., near 1st-av., entrance in 8th-st. Good City reference.

SITUATION WANTED—By a French middle-aged woman as lady's maid and hair-dresser, and do plain sewing or assist in the care of children. References can be given. Address C. B. F., Broadway Post-Office, until Saturday.

SITUATION WANTED—By an industrious tidy Protestant girl to do general housework; is a good cook, first rate washer and ironer, and willing to make herself useful; can give good references. No objection to go in the country. Call for 2 days at 14 Rivington-st.

SITUATION WANTED—By a German girl to cook, wash and iron. Apply at No. 66 West 18th-st. between 10 and 4 o'clock.

AN ACCOMPLISHED PROTESTANT LADY, from Europe, speaking German, French and English fluently, and being a skilful performer on the piano-forte, is desirous of obtaining, by the beginning of May, 1855, a situation as finishing governess, or as a traveling companion to a family going to Europe. From extensive experience her services in either of these capacities would be of invaluable importance to any requiring them. She would also be willing to accept a situation in a first-class seminary. Best of references given upon application to A. B., Box No. 1,197, Buffalo, New-York.

TO BANKERS, &c.—A young man, a telegraph operator in an adjoining city, who has been for more than five years clerk in a Boston Bank, to which he is permitted to refer, the entire business of which, and consequently a permanent situation, is a matter-of-course, or as cashier and book-keeper in a good business house. Will go to any good bank or business house in the Union. Will call on any one in New-York City, if desired. Address TELEGRAPH, Times office.

GOVERNESS.—A lady, experienced in tuition, who has been educated in Europe, and has lately resided 12 years in Paris, wishes for a situation, either as visiting or resident governess. She can give instruction in every branch of a highly finished English education, the harp, piano, drawing, painting, dancing. Also the Italian, French and German languages, the two latter of which she speaks like a native. Direct C. M. L., Office of the *Daily Times*.

PRINTER WANTED.—A good Job Printer, who can operate in the business in all its branches, is wanted in a city in Connecticut. To a steady, common, accommodating situation is offered. Apply at Messrs. WELLS & WEBB'S, Fulton-st., from 10 to 2 this day.

WANTED—A chambermaid and seamstress who will assist in the washing and ironing; also, a competent French nurse and seamstress. The best of City references required. None but Protestants need apply. The applicant must be neat, honest and industrious to obtain a situation. Apply at No. 18 West 16th-st., from 6 to 11 o'clock, A. M.

$5 PER DAY.—Gentlemen having a capital of $10 to $50, can be employed in a perfectly safe business, by addressing a letter, with 25 cents or stamps, or calling on BROWN & GORHAM, No. 47 Dey-st., up stairs. Full particulars and specimens by return mail.

TO CLOTH JOBBERS.—Situation wanted by a young man who has had four years' experience in the Cloth Jobbing business in this City. Best of City reference. Address X. Y. A., Times Office, for two days.

YOUNG MAN WANTED—In a Lawyer's office, one who writes a good hand, none others need apply. Address in hand writing of applicant. Box 1691, P. O., New-York.

WANTED—A respectable and responsible person to adopt a female orphan; child can be seen at No. 33 2d-st., 2d door from 2d-st. Inquire of Mrs. BREUSTER, 3d floor, front room.

NURSE AND SEAMSTRESS WANTED—A middle aged Protestant woman; must be perfectly competent to fill the above named situation. Apply at No. 776 Broadway, this day, between 9 and 1 o'clock.

DRUG CLERK WANTED.—One fully competent to fill an active and responsible situation in a retail drug store, in the upper part of the City. Address DRUGGIST, Daily Times Office, stating particulars.

A SOPRANO, ALTO AND BASE WANTED—For a Quartette Troupe, to travel and give Concerts. Address, post-paid, with names, terms, &c., CONCERT, Times Office.

A FRENCH LADY.—Who has an hour disengaged from her duties in the City, wishes to give instruction in the French language. She can also teach Music and the other branches. Apply to Mr. CHRISTERN'S bookstore, No. 763 Broadway.

DRAUGHTSMAN WANTED.—Wanted immediately, a good mechanical draughtsman, well recommended. Apply Wednesday or Thursday, from 9 to 11 o'clock A. M., at the office of the Irving Steam Boiler Co., at No. 247 Broadway, up stairs.

AGENTS WANTED—To sell rights of OTIS' PATENT LIGHTENING CONDUCTORS, and solicit orders for other articles in demand. Address L. L. LYON MANUFACTURING CO., No. 1 Gold-st.

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JOHN YOUNG is very successful in suiting families with good help of all kinds, at the office of the Protestant Employment Society, No. 7 Carmine-st.

BOARDING.

BOARDING.—Rooms to let, with or without board. Newly furnished, for families or single gentlemen. Pleasant large rooms for families, with bedrooms and closets attached. Also, the large elegantly furnished parlors on the first floor, for families, or without board. Large pleasant rooms that will accommodate a party of four gentlemen, at Nos. 120 and 122 Chambers-st. References exchanged.

BOARDING.—A few single gentlemen, or gentleman with their wives, can be handsomely accommodated in a first-class house, by applying at No. 436 18th-st., a few doors from 6th-av.

BOARDING.—Mrs. S. A. FAULKNER, Nos. 36 and 38 East 16th-st., has to let, with board, a full suite of rooms on the second floor. Her house is pleasantly located near Union and Stuyvesant-squares, and it has all the conveniences of baths, gas, &c.

BOARDING.—An elegant location, consisting of a magnificent parlor, with numerous sleeping rooms in correspond, suitable for a first class family, the remainder of the house being occupied exclusively by the owner; private table if required. Apply at No. 124 West 25th-st., opposite Lamartine-park.

BOARDING.—A gentleman and his wife can obtain board with a pleasant room, or room and bedroom, at 134 Henry-st. Room and Board for one or two single gentlemen.

BOARDING.—A private family can accommodate a Gentleman and his wife with handsome rooms and board at No. 61 8th-st. N. B.—No children taken.

BOARD WANTED—By a single gentleman, a furnished room with or without breakfast and tea, in a small private family where no other boarders would be taken. Address E. B. D., Times Office. Best references given.

BOARD AND FURNISHED ROOMS WANTED—By a gentleman and wife, in a respectable house and neighborhood, between 2d and 6th-ave. and below 20th-st. The apartments must be on the front of second or third floor, and contain hot and cold water, gas, &c., and be ready for occupation by the last of April. Full board for the lady, and the usual partial board for the gentleman. Price must not exceed $45 per month. Address BALANCE, at this office.

BOARD IN BROOKLYN—One gentleman, (or two Grooming together,) can have a large and pleasant furnished room with full board, dinner at 6 o'clock, in a private family, within twelve minutes walk of Wall-st. Ferry. Address P., Daily Times Office.

BOARD IN BROOKLYN—On the Heights, half way between South and Wall-st. Ferries. One large and one small room, with gas, would be let with board. Apply at No. 289 Hicks-st., 2d door below Joralemon-st.

BOARD IN BROOKLYN—Two or three gentlemen may be accommodated with pleasant rooms and board, by calling at No. 280 Washington-st.

BOARD WANTED—By two gentlemen and their wives in a private family of respectability; west side of town preferred. Terms must not be too extravagant. Address J. P. M., office of Daily Times.

ROOMS FOR GENTLEMEN.—Gentlemen can obtain a pleasy furnished room, with or without board, attached, in a private family at No. 12 West 4th-st., between 6th and 7th-avs., on the second floor. Gas, bath, &c., and breakfast will be served in the room, if required. No moving in May.

A FEW RESPECTABLE MECHANICS CAN obtain board in a private family, where they may hear and learn something for their good. Terms, $2 per week. Also, a few rooms to let, with or without board. Apply at No. 5 Jones-st., near Bleecker-st.

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REV. HENRY WARD BEECHER will deliver a LECTURE ON THE PRESENT CONDITION OF THINGS, THIS EVENING, (Wednesday,) at 7½ o'clock, in Tabernacle. Tickets 25 cents each, may be had of the Sexton of the Church, or at the door on the evening of the lecture.

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AUCTION SALES.

ASSIGNEE NOTICE.—PUBLIC SOCKS AND PIERS.—We are ready to collect and retain the Wharfage for the use or occupation of the undermentioned Docks and Piers, for the term of five years, from 1st day of May, 1855, at the office of the Comptroller, in the City Hall, on WEDNESDAY, 14th day of March, 1855, at 1 o'clock, P. M.

EAST RIVER.

1. West side of Pier No. 1, and bulkhead adjoining; foot of Battery-pl.
2. East side of Pier No. 2, and half of bulkhead adjoining; foot of Battery-pl.
3. West side of Pier No. 10, including half of the shed, and half of bulkhead between Nos. 10 and 11; foot of Jackson-st.
4. East side of Pier No. 10, including half of the shed, and half of bulkhead between Nos. 10 and 11; foot of Jackson-st.
5. West side of Pier No. 12, and half of bulkhead between Nos. 12 and 13; foot of Burling-slip.
6. East side of Pier No. 12, foot of Fulton-st., and Fulton Ferry slip (east half of the ship on west side of Pier No. 12 is for the fish ceas.)
7. One hundred and forty-two feet, six inches, on East side of Pier No. 16, and end of said pier; foot of Rock-st.
8. Remainder of Pier No. 24, and West side of No. 25, and bulkhead between Nos. 24 and 25; foot of Peck-slip.
9. East side of Pier No. 25, with whole end of said pier; foot of Beekman-st.
10. West side of Pier No. 26, and bulkhead to Ferry; foot of Roosevelt-st.
11. Remainder of Pier No. 26, and bulkhead between Nos. 26 and 27, except the portion reserved to the City for public purposes; foot of Cherry-st.
12. Pier No. 27, and half of bulkhead between Nos. 27 and 28; foot of James-slip.
13. West side of pier and half of bulkhead between Nos. 28 and 29; foot of Market-st.
14. East side of Pier No. 29, and half of bulkhead between Nos. 28 and 29; foot of Market-st.
15. Pier No. 31, and half of bulkhead between Nos. 31 and 32; foot of Catharine-st.
16. Pier No. 32, and half of bulkhead between Nos. 32 and 33; foot of Rutgers-slip.
17. Pier No. 34, and half of bulkhead between Nos. 34 and 35; foot of Jackson-st.
18. West side of Pier No. 35, and half of bulkhead between Nos. 35 and 36; foot of Jackson-st.
19. Pier No. 36, and half of bulkhead between Nos. 36 and 37; foot of Market-st.
20. Pier No. 37, and half of bulkhead between Nos. 37 and 38; foot of Market-st.
21. Pier No. 38, and half of bulkhead between Nos. 38 and 39; foot of Pike-st.
22. Pier No. 41, and half of bulkhead between Nos. 41 and 42; foot of Rutgers-slip.
23. Pier No. 42, and half of bulkhead between Nos. 42 and 43; foot of Rutgers-slip.
24. Pier No. 44, and half of bulkhead between Nos. 44 and 45; foot of Henry-st.
25. West side of Pier No. 45, and half of bulkhead adjoining; foot of Gouverneur-st.
26. East side of Pier No. 45, and half of bulkhead between Nos. 45 and 46; foot of Jackson-st.
27. Pier No. 46, and half of bulkhead between Nos. 46 and 47; foot of Jackson-st.
28. Pier No. 47, and half of bulkhead between Nos. 47 and 48; foot of Market-st.
29. Pier No. 48, and half of bulkhead between Nos. 48 and 49; foot of Pike-st.
30. Pier No. 49, and half of bulkhead between Nos. 49 and 50; foot of Rutgers-st.
31. Pier No. 51, foot of Hamilton-st.
32. Pier No. 52, foot of Clarkson-st.
33. Pier No. 53, foot of Morris-st.
34. Pier No. 54, and bulkhead south to the Ferry, and half of bulkhead between Nos. 54 and 55, foot of Christopher-st.
35. Pier No. 55, and half of bulkhead between Nos. 55 and 56, and half of bulkhead between Nos. 55 and 56; foot of Barrow-st.
36. Pier No. 56, and half of bulkhead between Nos. 56 and 57, and half of bulkhead between Nos. 56 and 57; foot of Charlton-st.
37. Pier No. 64, foot of Perry-st.
38. Bulkhead, formerly Pier No. 65, foot of Hammond-st.
39. Pier No. 66, one hundred and twenty feet of bulkhead, foot of Bank-st; no allowance to be made for filling in, foot of Hammond-st.
40. Bulkhead, foot of Bethune-st.
41. Bulkhead, foot of Troy-st.
42. Bulkhead, foot of Jane-st.
43. North half of pier foot of 12th-st.
44. New pier, foot of 12th-st.
45. Pier, foot of 13th-st.
46. Pier, foot of 14th-st.
47. Pier, foot of 15th-st.
48. Pier, foot of 16th-st.
49. Pier, foot of 17th-st.
50. Pier, foot of 18th-st.
51. Pier, foot of 19th-st.
52. Pier, foot of 20th-st.
53. Pier, foot of 21st-st.
54. Pier (all not used for dumping ashes, &c.) foot of 22d-st.
55. Pier, foot of 23d-st.
56. Pier, foot of 24th-st.
57. New pier, foot of 25th-st.
58. Pier, foot of 26th-st.

TERMS OF SALE.

The lessees to pay at the rate of ten per cent, per annum, of the cost of construction, of all Piers extended during the continuance of their lease, from the time of completion.

Vessels to pay wharfage according to the laws of the State and the ordinances of the Common Council; and the lessees are to be credited by those laws, as they may be altered from time to time.

No Wharfage is to be charged to Hell-Gate or Sound Pilot Boats; nor to the boats belonging to the ships-of-war of the United States, or to boats belonging to the United States, Marine-corps, or Germans, or to vessels employed in the transportation of street manure or coal ashes from the City.

The Corporation reserve to themselves the right to build piers, and rebuild and extend those already built; to build Bulkheads and fill in behind the same; and cleanse such Wharves, Piers and Slips as they may think proper, without claim or pretence of claim for damage, or deduction from wharfage, on the part of the lessees.

No deduction whatever will be allowed for damage, by reason of any malfeasance or nonfeasance that may prevail in the City, or any omission to dredge out the Slips on the part of the Corporation, during the continuance of the lease.

The Leases will be issued conformably to the annexed specimen, except such changes as are necessary to meet the altered clauses made in the terms by the Resolutions of the Common Council; also a clause allowing the Corporation to lease any portion of the premises for a term of one year, for Corporation purposes, on allowing to the lessee a just and equitable compensation or deduction.

The Lessees will be required to keep the Wharves and Piers in good condition, and safe and proper repair, including the repairing of the bulkhead, and maintaining a substantial fender along the slips at their own expense, and to give a Bond for double the amount of the annual rent, with one or more sureties, to be approved by the Mayor and Comptroller, for the faithful performance of the first quarter's rent, and the fulfilment by the lessee of the covenants of the lease.

Ten per cent. on the yearly rent bid for each parcel, and the purchaser's fees, ($6,) to be paid to the Collector of the City Revenue, at the time and place of sale; and a written agreement to be furnished by the bidder from some responsible person, to the effect that if or they will guarantee the payment of the rent, from the 1st day of May; and that satisfactory surety shall be given when the lease and bond are ready to be executed.

If the deposit paid, will be credited on the first quarter's rent; or forfeited, if the lease does not give satisfactory surety, and execute the lease and bond in ten days after notice from the Finance Department, is at the option of the City of New-York; and the property shall be authorized to be resold, to recall the wharves to pass bid off by those failing to comply with the terms as above; and the party so failing to comply to be liable for any deficiency that may arise on such resale.

No person will be received as lessee or surety, who is delinquent as any former lessee from the Corporation. No bid will be accepted from any person who is in arrears to the Corporation, upon debt or contract, or who is a defaulter, as security for any defaulter, or who is delinquent to the Corporation.

Geo. W. Anderson, Clerk of Common Council.

FERNANDO WOOD, Mayor.
A. C. FLOYD, Comptroller.
JAMES M. SMITH, Jr., Secretary.
P. H. EDMONDS, Chamberlain.
ANSON HERRICK, Chamberlain.
Chairman of Finance Com. Board of Aldermen.
J. O. WANDELL, Chairman of Finance Com. Bd. of Councilmen.

P. COLTON, Auctioneer.

MANUFACTURERS' STOCK OF CABINET FURNITURE, &c., &c.—P. COLTON will sell THIS DAY, (Wednesday) March 14, at 10½ o'clock, at the Assembly Rooms, No. 80 Reade-st., a very large assortment of good Cabinet Furniture, from a cheaper and more popular class, to will be represented; several full-size parlor suits, in rosewood and mahogany; cabinet bedsteads, couches, and couch bedsteads; mahogany and other side tables; rosewood and mahogany extension marble-top centre, card and pole tables, carved Voltaire and easy chairs, parlorette all patterns; large mahogany and black walnut book-cases and bookcases, French plate and oval mirrors, door full rolls of Ingrain carpeting, oil cloths, large assortment dining and extension tables, cabinet furniture, &c. &c. Also an assortment of second-hand furniture. Also, 1 lot of antique bedsteads, suitable for the trade.

N. B.—Most of this stock has been made for custom trade, and can be relied upon. Sale peremptory, without regard to weather. To let, a furnished house in Brooklyn.

ANTHONY J. BLEECKER, Auctioneer.

WILL SELL AT AUCTION THIS DAY, 14th inst., at 10 o'clock, at the Merchants' Exchange, the valuable property on the northeast corner of 6th-av. and 31st-st., at the auction-room of the Merchants' Exchange. The lot is 40x100 feet deep; the house is 2 stories high, 44 feet deep, with an office for hall door of 12 feet front; the house is in the square; the basement is floored and plastered, and wainscoted 4 feet high all round; and is fitting up for a restaurant, and fireplace built for a range. The entry is well suitable for a first-rate grocery, as there is none in the neighborhood. There are 40 lights of gas in front. Lease, 14 years. Owners agree to pay 6 months. It will be open for inspection to-day. Apply on the premises.

SHERIFF'S SALE OF LIQUORS, GAS FIXTURES, &c.—On WEDNESDAY, March 14, at 10 o'clock A. M., at the usual place of sale, I will sell all the right, title and interest of Harold W. Cone, of, in, to the lease of premises, together with certain gas fixtures, or thereabouts. Also, wines and liquors, &c. &c.

FERNANDO WOOD, Mayor.
A. C. FLOYD, Comptroller.
JAMES M. SMITH, Jr., Secretary.
P. H. EDMONDS, Chamberlain.
ANSON HERRICK, Chamberlain.
Chairman of Finance Com. Board of Aldermen.
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COUNTRY SEAT FOR SALE AT AUCTION.—By Eye, Westchester County, by ANTHONY J. BLEECKER, at the Merchants' Exchange, on the 14th day of March, 1855, at 12 o'clock, noon, the valuable country seat, known as the Mansion, at Throgs-neck, Westchester County, N. Y., adjoining the residence of J. W. SOUTHACK, No. 239 Broadway, on T. F. BURGER, No. 10 Beekman-st.

AUCTION SALES.

D. S. HOGAN, Auctioneer.

AUCTION NOTICE.—Important sale to the business public and to dealers generally, of TWO LARGE SALES OF VALUABLE AND COSTLY HOUSEHOLD FURNITURE.—On the 3d and 4th (Wednesday) MORNING, at 10½ o'clock, at No. 79 Wooster-st., comprising the whole contents of the house, consisting of royal velvet Axe and stair carpeting, tapestry Brussels and ingrain carpeting, hair cloth and other sofas, chairs, tables, bedsteads, bedding and bedroom furniture, mattresses, elegant French plate mirrored suites in French brocade satin; Italian marble-top centre tables; also, oak, side and fancy do; also, one splendid rosewood seven-octave double action Mansfield piano-forte; rosewood Louis XIV stagers, glass plated, French bed; work tables; fancy; ladies' reception chairs, easy rocks; large and splendid pier glasses in costly frames, with plate and brackets; brocatelle and lace curtains, rosewood, valuable oil paintings by eminent artists; Gothic inlaid clocks, costly China vases, and Bronze and Parian decorations; bisque, beautifully carved oak extension table, table linen, napkins, crockery, French China, silver tea services, cake baskets, forks, spoons, ivory cutlery, gut glass ware, liquor cases, decanters, wines, cordials, &c., &c. Also, wagons, gas fixtures, China tea sets; also, rosewood and mahogany bedsteads, rosewood and mahogany, Parisian and marble tops, do. washstands, corner and towel stands, pillows, fine curled hair mattresses, blankets, counterpanes, beds, bolsters and pillows of fine live geese feathers, stone China toilet sets, oval and square gilt-frame mirrors, &c., &c. &c.

Also, TO-MORROW MORNING, large and unreserved sale at 10½ o'clock, at the residence of F. E. Hitchcock, Esq., at No. 41 Warren-st., of the whole contents of his first-class boarding-house, consisting of mahogany sideboards of splendid workmanship, rich and elegant rosewood suites, mahogany marble-top centre, card and side tables; also the lace and brocatelle window curtains and shades, mahogany and walnut easy chairs, sofas, hair-cloth spring seat parlor chairs, mantel ornaments, fine pictures, &c.; also, 5 fine toned 6½ octave piano-forte; also, an endless quantity of rosewood, mahogany, walnut and maple bedsteads of different descriptions, South American curled horse hair mattresses, blankets, comforters, sheets, pillow-cases, pillows, mirrors, &c.; Brussels, theeprey and ingrain carpets, all rooms, mahogany bureaus, washstands with marble tops, toilet sets, hat rack, cane seat chairs, cane rockers, hassock, ditto, besides a very great quantity of crockery ware, glass, cutlery, pewter, wooden ware, &c.; oilcloth, daily rule, gas fixtures, &c.; stores for parlors, and smoking ranges, dining and extension tables, &c. Every article in these sales will be positively sold to the highest bidder. The sales are perfectly free—nothing is bought in. Parties wishing to can have the privilege of storing their goods until the 1st day of May. At 10½ A. M.

HENRY H. LEEDS & CO., Auctioneers.

ASSIGNEE'S SALE OF MANUFACTURER'S STOCK—HENRY H. LEEDS & CO. will sell by auction on THURSDAY, FRIDAY and SATURDAY, March 15, 16 and 17, at 10½ o'clock each day, at our salesroom, No. 19 Nassau-st., to which place the goods will be removed for convenience of sale, being a manufacturer's stock of fancy jewelry, to be sold without any reserve. The said stock consists of a great variety of all kinds of jewelry, and of the latest styles, in which will be found the following articles: A complete assortment of fine gold single and double-cased watches, of best makers; silver do; fine gold fob, fancy and vest chains; lockets, pencils, pen cases, fob guard and vest watch keys, gentlemen's seals, signet and finger rings of great variety, diamond, emerald, stone and scale finger rings of every style; studs, sleeve buttons, scarf pins, bell do., ladies' brooches, ear-rings, bracelets, all of the latest styles; also, some fine imported sets of diamond, emerald, ruby, opal, coral and plain bracelets, brooches and ear-rings to match. This is a stock well worth of manufacturers, jobbers, &c., and affording an opportunity to individuals and others to supply themselves with jewelry at less than cost of manufacture. We pledge ourselves that every article shall be sold without any reserve to the highest bidder.

ANTHONY J. BLEECKER, Auctioneer.

DESIRABLE RESIDENCE AT KINGSBRIDGE AT AUCTION.—ANTHONY J. BLEECKER will sell at public auction on TUESDAY, March 27, 1855, at 12 o'clock, at the Merchants' Exchange in the City of New-York, the following real estate, viz.:

AT KINGSBRIDGE.—A very desirable residence, situated at Kingsbridge, Westchester County, N. Y., on the main road and near the bridge, known as the residence of L. Pawling. The dwelling is a very desirable one, with a full basement building—containing 14 rooms, pantries, &c.—nearly new, and contains water and other conveniences improvements. The out-buildings are good sized, and consist of a bath, stable, chicken-house, ice-house, cow yard and sheds, all neatly arranged and in perfect order. On the premises there is also a great variety of fruit trees, flowering plants, grape vines, strawberry beds, &c. The water on the premises is of the very best description. In the immediate vicinity of this property there are great facilities for fishing, sportsing, &c., only a few minutes' walk from the house. About one-half of the purchase money can remain on bond and mortgage for four years from the 1st of April next. For further particulars apply to the Auctioneer, No. 7 Broad-st.

R. C. KEMP, Auctioneer.

ELEGANT FIRST-CLASS CABINET FURNITURE at the Warerooms, No. 681 Broadway, between Bleecker and Grand-sts.—R. C. KEMP will sell at auction, as above, THIS DAY, (Wednesday,) at 10½ o'clock, at the warerooms, No. 681 Broadway, a very beautiful assortment of superior rosewood, mahogany and oak parlor, dining-room and chamber furniture, which is particularly worthy of the attention of the attention, and the sale is positive and without reserve, to close an estate, and consists of rosewood parlor forty-two, en suite, covered in rich tiers and three colored satin damask, velvets and brocatelle; also, rosewood unfinished in masks which will be altered to suit the tastes of purchasers; carved rosewood and oak stagerers and sideboards; beautifully carved rosewood centre, pier and work tables; parlor secretaries, bookcases and secretaries; mahogany, oak and walnut extension dining tables; beautifully carved rosewood bedsteads, bureaus, washstands and commodes, easy and fancy upholstery chairs, lounges, reception chairs, hall stands and chairs, carved mahogany and walnut chamber furniture, together with all the usual assortment of a first-class cabinet warehouse, purchased to go out of the City can be packed for shipping, or can remain on storage until May. Catalogues now ready.

JOHN W. SOUTHWICK, Auctioneer.

MORTGAGE SALE OF SUPERB HOUSEHOLD MEUBLE FURNITURE.—Commanding Brooklyn No. 102 Houston-st., near Mercer, on THURSDAY, March 15, consisting of elegant rosewood parlor suites, covered in the richest brocatelle satin. Marble-top centre and side tables, elegant mantel and pier glasses, chandeliers, marble slabs and brackets, one superior piano-forte and stool, hair and brocatelle curtains, Axmin and Brussels carpets, oil cloths, cane seat chairs, parlor and bedroom carpets of the richest description; also, stair carpets and rods, mattresses, &c.; 11 bedsteads, all furnished in rosewood of the richest description, viz.: One elegant rosewood bedstead, washstand, bureau, hair mattresses, stone pallasses, counterpanes, blankets, canopies, lace curtains, crockery, &c., in each room. Basement and kitchen furniture, elegant extension dining table, fine ax-wood bench, China, crockery, ware, glass, cutlery, pots, gas fixtures, &c.; stores for parlors, and smoking ranges, dining and extension tables, &c. Every article in these sales will be positively sold to the highest bidder. The sales are perfectly free—nothing is bought in. Parties wishing to can have the privilege of storing their goods until the 1st day of May. At 10½ A. M.

TUNIS MORRELL, Auctioneer.

ASSIGNEE'S SALE OF PIANO-FORTES, OIL PAINTINGS, FRENCH PIER GLASSES, CUTLERY, MATTRESSES, JEWELRY, CHINCHILLA SHAWLS, FINE BRUSHES, HAVANA CIGARS, PORT MONNAIES, GOLD CHAINS, &c.—THIS MORNING, at 10½ o'clock, at No. 81 Nassau-st., FURNITURE—Rich and second-hand rosewood parlor, covered rich brocatelle extension dining table, rosewood etagere, rosewood and mahogany wardrobes, library book case, dressing bureaus and washstands, marble top sofas, side-tables, easy chairs, French sofas, parlor chairs, pier-tables, marble-top centre, side and pier tables, black walnut extension tables, bedsteads, bureaus, washstands, hair mattresses, Brussels carpets, &c.

GEORGE COOK, Auctioneer.

LARGE SALE OF CABINET, OFFICE, AND HOUSEHOLD FURNITURE, SILVER WARE, &c.—At No. 60 Duane-st., at 10½ o'clock, GOODSPEED, TOOVER & COOK will sell, on account of a manufacturer, embracing parlor, library, chamber and office furniture, silver ware, forks, spoons, &c., sold peremptorily for cash. Catalogues on morning of sale.

ELIAS COMBS, Auctioneer.

WILL SELL ON THURSDAY.—March 22, at No. 225 East 14th-st., at 11 o'clock, the lease of the Coal Yard, Nos. 223 and 225 East 14th-st., 81 years to run, the lease of two brick dwellings, Nos. 227 and 229 East 14th-st., 10 years to run. ELIAS COMBS, Auctioneer, No. 244 Grand-st.

GEORGE COOK, Auctioneer.

HOUSEHOLD FURNITURE.—At No. 149 Prince-st., near Mercer-st., at 10½ o'clock, GOODSPEED & COOK will sell the entire furniture of a family desiring housekeeping, viz.: sofas, chairs, stoves, tables, carpets, bedsteads, mattresses, mirrors, pictures, kitchen articles, bundles, wines, jellies, &c.

ADRIAN H. MULLER, Auctioneer.

STOCKS AT AUCTION.—ADRIAN H. MULLER will sell at Auction, THIS DAY, Wednesday, March 14, at 12½ o'clock, at the Merchants' Exchange, for account of whom it may concern, 100 shares Wilkesbarre Coal Co., of Pennsylvania, $100 each; 50 shares Cumberland Coal and Iron Co., $100 each.

ABEL FREEST, Auctioneer.

BY ABEL FREEST.—WEDNESDAY, March 14, at 10 o'clock P. M., at No. 320 6th-av., will be sold a general assortment of fancy goods, combs, perfumery, perfumery, &c., particularly worthy of the attention of the storekeepers, and the sale is positive and without reserve, to close an estate, and consists of rosewood parlor forty-two, en suite, covered in rich tiers and three colored satin damask, velvets and brocatelle; also, rosewood unfinished in masks which will be altered to suit the tastes of purchasers; carved rosewood and oak stagerers and sideboards; beautifully carved rosewood centre, pier and work tables; parlor secretaries, bookcases and secretaries; mahogany, oak and walnut extension dining tables; beautifully carved rosewood bedsteads, bureaus, washstands and commodes, easy and fancy upholstery chairs, lounges, reception chairs, hall stands and chairs, carved mahogany and walnut chamber furniture, together with all the usual assortment of a first-class cabinet warehouse, purchased to go out of the City can be packed for shipping, or can remain on storage until May. Catalogues now ready.

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HENRY H. LEEDS, Auctioneer.

BY H. H. LEEDS & CO.—TUESDAY, 13th, and WEDNESDAY, 14th March, at 10½ o'clock each day, at the salesroom, No. 19 Nassau-st., Signor G. B. Pandolfini's large sale of about 100 cases superb musical boxes, just received from Italy, consisting of Bacchus, Lucia, Lucrezia Hebe, Roman and other new styles of Vesta in harmonic, lieve, also a large assortment of smaller description, and a large assortment of fancy marble ornaments. Also an invoice of beautiful Italian ornaments, viz.: Dancing Girls, Dancing Girls, Cleopatra, Susannah, Hebe of Canova, Hercules, Venus in a Shell, Dante, &c. Also, a large lot of fresh goods just received from Paris, consisting of vases, camels, boxes, looking-glasses, cabinets, illuminated night clocks, gypsies, Spanish dancers, pipes, pipe bowls, vases, china, and other desirable goods. Sale without reserve.

J. J. VANDEWATER, Auctioneer.

UNRESERVED SALE OF OLD WINES, BRANDIES, LIQUORS, CIGARS, &c.—J. J. VANDEWATER will sell THIS DAY, at 10½ o'clock, at the salesroom, No. 14 Maiden-lane, among which will be found fine old Brandies of different brands, fine old Port wines, Sherries, Madeiras, Claret, Pure Juice, Champagne, French cordials, ratafias in fancy boxes, sardines, pickles, olives, anchovies, capers, fine family teas, preserved peaches, plums, pears, quinces, &c., &c. Also, an invoice of fancy French soaps, castile do., 10 casks Scotch ale, damaged on voyage of importation; Rappe's tobacco, liquid blacking, Cayenne pepper, Wolff's Schnapps, Bermuda arrow root.

ANTHONY J. BLEECKER, Auctioneer.

LARGE SALE OF DESIRABLE REAL ESTATE.—We notice that ANTHONY J. BLEECKER will sell at public auction THIS DAY, at 12 o'clock, at the Merchants' Exchange, the property Nos. 210 and 212 Chambers-st.; and Nos. 141 and 143 Norfolk-st.; No. 428 Greenwich-st., and No. 31 Renwick-st., near the Clinton Market; property No. 60 Roosevelt-st.; property on 31st-st., and 14 choice lots of ground on 24-av., and 23d-st.

Also, will be sold, at 1 o'clock, P. M. at the City Hall, about 80 pieces of property, consisting of wharf, pier and bulkhead property, sold by order of the Commissioners of the Sinking Fund. For maps and further particulars, apply to the Auctioneer, No. 7 Broad-st.

WILLIAM TOPPING, Auctioneer.

AUCTION NOTICE.—WILLIAM TOPPING & CO., No. 28 Front-st., will sell on WEDNESDAY, March 14, at 10 o'clock, the entire stock of a staple dry goods jobber, consisting of a very large and desirable assortment of every article in the line, being all goods recently bought and well selected and to be sold for cash without reserve to close a concern. N. B.—The particular attention of all cash buyers is invited to this sale, which will be large, and in every way worthy of notice. Catalogues ready on morning of sale. Sale to commence at 10 pieces 4-4, 5-4 and 6-4 Canton matting to close consignment.

JAMES COLE & SON, Auctioneers.

GREAT AND PERMANENT SALE OF 22 LOTS.—On Broadway, (late Division-st.) Bushwick-av. and Elizabeth-st., East Brooklyn. JAMES COLE & SON will sell this very desirable property on WEDNESDAY, March 14, at 12 o'clock at the Merchants' Exchange, Wall-st. Lots 50 by 100 on the grade, which is 14 feet above high water-mark, within 3/4 of a mile of Fulton-av. Railroad, one-half hour's ride from Fulton Ferry. A railroad is to be completed through Broadway this Summer. This is the finest property offered for sale for speculation or improvement.

BAKER & WEBB, Auctioneers.

WILL SELL AT AUCTION on THURSDAY, March 15, at 12 o'clock, at the Merchants' Exchange, New-York, the following desirable property, viz.: the four-story brick house and lot, on the eastside of Avenue D, between Ninth and Tenth-sts., with 25 feet front and 100 feet deep, situated on the first door for store. Also, one four-story brick house and lot adjoining, of the same dimensions. This property is well rented, and is desirable property for investment. Terms easy; $6,000 can remain on bond and mortgage on the two houses for a term of years.

ANTHONY J. BLEECKER, Auctioneer.

AUCTION NOTICE.—WILL SELL THIS DAY at 10½ o'clock, at No. 64 6th-st., a superb general assortment of Household Furniture, state of every description, carpets, mattresses, bedsteads, bureaus, washstands, French bed, hair mattresses, cane seat chairs, rockers, oil cloths, cooking stoves, dining tables, mahogany, black walnut, cane seat chairs, desks, table, kitchen furniture, crockery, glass, &c. Also, a very large assortment of household goods and others, full, with everything to weather.

GEO. G. LEWIS, Auctioneer.

WILL SELL BY AUCTION.—On THURSDAY, March 15, at 10½ o'clock A. M., the entire stock of shoes, No. 214 Grand-st., at auction, and sale, on account of retiring, the entire stock and fixtures. Also, one large iron safe, fire and burglar proof. Also, 20 barrels Cuba molasses, and the entire stock of a grocery store. Also, 10

New-York Daily Times.

NEW-YORK CITY.

Fire Marshal's Office—Investigation of Fires.

FIRE IN BROADWAY.

On Saturday morning, the 20th of February last, a fire was discovered in the premises of S. Strathham & Co., No. 63 Broadway, importers of lace goods, &c. They occupied the whole of the upper part of the premises. The fire was first seen by Officer Conly, of the First Ward, after the private watchman left—it was then daylight. The fire evidently originated in the counting office, in the rear part of the second floor, burning through the floor above, where it was checked and extinguished by the firemen.

Mr. Stuart Strathham testified to leaving the premises on the Saturday evening, at about 7½ o'clock, in the company of his partner, three of their clerks and the porter. The doors were locked by the porter as usual. He did not go into the store again until Sunday morning, after the fire; he also procured the keys of the premises from the office of Adams' Express, where he supposed the porter had left them the night before, under his instructions. In reference to the origin of the fire, Mr. Strathham says he cannot believe it occurred from the stove, and he is unwilling to believe it was the result of carelessness; but thinks it has been designedly set on fire by some person, which to him appears to be the most likely way. Mr. Strathham testified to the stock in the store being valued at $120,000, on which they had an insurance of $67,000.

Mr. Ira Smith, of the porter, testified that he had been in the employ of said firm for nearly five years past, on a salary of $6 a week; that on the Saturday evening in question he left the premises with the members of the first mentioned of the clerks, at 7½ o'clock. He locked the doors and deposited the keys in the office of Adams' Express. He then went directly home do his lodging-house in Vesey-street; remained home all the evening, and went to bed about 10 o'clock. He said he did not hear anything about the fire until it had taken place. The evidence further showed that the doors were locked at the time the fire was discovered. John Ryde, private watchman, testified to coming on his post as usual at about 6 o'clock on the evening in question; he was warm enough and about the premises all night. He left his post at 6 o'clock from Rector-street, down Broadway, to the Cortlandt-street side, and also the rear of solid stores on Trinity-place. On that evening he did not see the porter take the keys into the Express Office, (he knew the keys were deposited there,) nor did he see the premises locked up, but after the doors were closed he tried them and found them fastened; he also tried the doors on several other occasions during the night. He left at 5 o'clock in the morning. He did not know anything about the fire until about 8 o'clock in the morning. Officers Sullivan informed him about it. He has been private watchman on that post for over four years past.

John Dubois, private watchman in Adams' Express Office, testified, to the best of his belief, that on the Saturday in question he saw Mr. Strathham's partner bringing in the keys as usual, but he cannot be certain. He watched in the office all night, and during that time, up to five minutes past 5 o'clock on Sunday morning, at which time he went home. No one, to his knowledge, came for the said keys; if they had, he feels satisfied he must have known it. He further testified that he would not have permitted any stranger to have taken the keys from the office.

There was no evidence showing the existence of more than one set of keys. It is the impression the fire was a work of an incendiary, but by whom or in what manner the premises were entered, the investigation did not develop.

[Advertisement.]

☞ THE PHRENOLOGICAL CABINET, No. 308 Broadway, contains thousands of Busts and Casts from the heads of the most distinguished men that ever lived; also Skulls, human and animal, from all quarters of the globe—including Egyptian Mummies, Pirates, Robbers, Murderers and Thieves; also numerous Paintings and Drawings of celebrated individuals, living and dead. Strangers and citizens will find this Museum—always open and FREE—an agreeable place to visit. Prof. FOWLER will give Charts and written descriptions of character, when desired.

[Advertisement.]

GAS, GAS.—New styles of gas fixtures for the fitting trade, of both modern and antique designs, just out. Wholesale buyers particularly invited to call at the Great Manufacturing Dépôt of ARCHER WARNER & Co., No. 276 Broadway. Also, the best portable gas works for country dwellings, churches and factories in this country.

[Advertisement.]

HOLLOWAY'S OINTMENT AND PILLS.—Astonishingly efficacious in the cure of salt rheum, scrofula and all skin diseases; they will effect cures when all other means failed. Sold at the manufactories, No. 80 Maiden-lane, New-York; No. 244 Strand, London, and by all druggists, at 25c., 62½c., and $1 per pot or box.

[Advertisement.]

☞ MARSH'S Counting-Rooms, for the practice of book-keeping, writing, &c., No. 346 Broadway, Appleton Building. Circulars, with terms, reference, &c., on application. MARSH's works on Book-keeping, in Spanish and English, printed in colors, for sale as above.

Circuit Court of the United States—District of Rhode Island.

HORACE H. DAY US. ISAAC HARTSHORNE.

The following report of Judge PITMAN's charge in the above cause is written out from the notes of Mr. P. H. CARNY, one of the reporters of the TIMES, who attended the trial. It is published by the defendant, against whom a general verdict was rendered. No specific issues were submitted to the jury. Sixty days were allowed by the Court for the defendant to present exceptions in the case, and in the mean time the proceedings of the plaintiff are stayed.

TUESDAY, March 6, 1855.

The Court opened this morning at 9½ o'clock, the public attendance, as on the previous days, while the counsel were engaged in summing up, being exceedingly large. The learned Judge proceeded to address the Jury. He began by reviewing the evidence submitted on both sides in reference to the validity of the Chaffee Patent, and stated the law as applicable to the points raised by the respective counsel from the testimony, and relied on as sustaining or subverting the claims of the patentee. In reference to the second branch of the case, involving the question of title, he said:

I now come, gentlemen, to the other part of this cause. There are some new questions which have not been before presented to my mind in this cause—questions for your consideration—which you have a right to decide, and which you are bound to decide.

It has been said, gentlemen, that Chaffee, the patentee in this case, never conveyed his patent to Mr. Judson, nor to Goodyear and his licensees, and that afterwards he could not convey it to the plaintiff in this cause; that they, or, whoever conveyance the plaintiff in this cause has from Chaffee, he cannot set that up as against anybody, because the title is somewhere else; Chaffee has sold, his own hands—he has conveyed away all his rights in this patent, in trust to Goodyear and his licensees, and he had no right to convey to Mr. Day anything more than what he had remaining in himself. He had a right to the annuity reserved in the contracts between him and Mr. Judson, and of course the right to convey that to Mr. Day. If Mr. Day obtained nothing else under the assignment, he might obtain that.

Now, gentlemen, I have heard, that there was an agreement between Mr. Goodyear and Mr. Chaffee in reference to this patent, when it was about to be extended. It resulted in an agreement, dated the 23d of May, 1850, by which Chaffee engaged, whenever he got his patent extended, that he would assign it immediately to Goodyear; Goodyear agreeing to pay him $1,500 the moment he assigned it to him, and $1,500 in a year afterwards. There was another invention mentioned, about which they expected to have a patent; but I have stated the substance of the transaction in regard to this patent. In the agreement of May 23, 1850, there is nothing said about the licensees of Goodyear. Goodyear, on the face of that agreement, made it for himself. But then, gentlemen, Goodyear had previously granted licenses to an association composed of four companies, who are called for shorthand, "The Shoe Associates," and they had the right to manufacture and to use all the machines which Goodyear had, either by purchase or by invention, or to vend in the manufacture of India rubber. And he had furthermore granted, gentlemen, to I shall charge you, according to my understanding of the original licenses from him to them, any patents he might thereafter have, so that they might use them for that same manufacture of India rubber shoes. And, gentlemen, you see the importance of that to them. They themselves were to pay Goodyear a tariff upon every pair of shoes that they manufactured, and he was obtaining them for their benefit everything that he might get in this way. Supposing then, gentlemen, that Goodyear had obtained from Chaffee, after the extension of this patent, the conveyance of the extension to him, (Goodyear,) according to this agreement; then those Shoe Associates would have had the right to use the extension under their agreement with Goodyear. Mr. Judson also was interested with Goodyear, was one of his licensees, and was interested with him in the contracts which he had made with the Shoe Associates. It became necessary, gentlemen, to apply for the extension of this patent. There is nothing in the agreement of Chaffee with Goodyear by which Goodyear obliged himself to assist Chaffee in obtaining the extension of that patent, or to pay the expenses thereof. On the face of that agreement, it seems that Chaffee had to go on and obtain the extension himself, and when obtained he was then bound to convey it to Goodyear; but in the testimony of Chaffee himself in this case, he says that Goodyear engaged to be at the expense of obtaining this extension. That would seem to be all very fair and proper if Goodyear was to have had the benefit of it. Chaffee has put his testimony in, stating that Goodyear had to be applied also to Mr. Judson for the same purpose, and that Judson and Goodyear joined together, as we all know, in preparing this extension. Mr. Chaffee swears more clearly that Goodyear, not being able to advance the expense, had recommended him to go to Judson, and Judson would advance them. Judson did advance them; he paid all the expenses that were paid, either by way of advance or out of his own pocket. If he knew that the extension was for Goodyear's benefit, why then it would seem as though this payment was for the benefit of Goodyear. But there was still a benefit to be derived by Chaffee from the extension, because he was interested in obtaining whatever sum of money was to be paid him when he conveyed it to Goodyear.

Then, gentlemen, it seems that Chaffee, after the extension of the patent, did not perfect his agreement with Goodyear, and make the conveyance which he was required to make according to the terms of his agreement; and I think, gentlemen, we must all regret that this was not done. It has been a sore thing to you and to me, and to every person who has been connected with these causes, and it may be still sore yet, for if that had been done, gentlemen, there is no doubt on my mind but that the right being vested in Goodyear, and he being the owner of the extension, would have been bound to allow all those licensees to use it, especially the Shoe Association, and Brother Hartshorne, who I think would have come in among the rest, because the Shoe Associates would have had a right to admit him, by paying them and paying the tariff to Mr. Goodyear. Then there would have been no difficulty about this matter. But Mr. Judson may have supposed that the patent would not have been perfectly safe in the hands of Mr. Goodyear—safe for himself and safe for the licensees—and that when Goodyear got it he might undertake to make other terms. What right he had to do this, gentlemen, is another question. But it has been stated, and so stated that I do not think there can be any doubt upon that point of the cause, that Mr. Judson said that he had advanced the money, and that if the patent went into the hands of Mr. Goodyear there would be no security for him, he never should get it, and therefore he insisted that it ought to be conveyed to him in trust for Mr. Goodyear and Goodyear's licensees. Mr. Chaffee, of course, felt very anxious to carry into effect his bargain with Mr. Goodyear; but he was threatened, gentlemen, that unless he made the assignment—unless he made the agreement with Mr. Judson, Mr. Judson would give him trouble. He threatened to sue him; that is the amount of it. Now, gentlemen, a threat of that sort would not be sufficient of itself to avoid the agreement. It is not like a threat of bodily harm, or where a man executes an instrument under danger of bodily harm. This is not the sort of a threat by which the agreement itself might be avoided. The agreement was made, gentlemen, and it is said that Judson having been the attorney of Mr. Chaffee in procuring the extension abused the relation which subsisted between him and Chaffee, and that this is an evidence of fraud—a badge of fraud. Gentlemen, in a Court of Equity, in a case where there is an agreement between an attorney and client, the Court considers the agreement as presumptively fraudulent, and they require the attorney to show that he has dealt in all fairness. When that is shown, and that there is no injury to the client, then the agreement still stands; but in a Court of law, gentlemen, that is not the rule. The agreement would be valid, notwithstanding the relation of attorney and client, if it existed, unless you are satisfied that there was actual fraud. And if there was actual fraud, it is no matter whether it was between attorney and client or between Chaffee and anybody else. Actual fraud would make void the contract. The question then is, gentlemen, whether there is fraud, or whether there is such a fraud in this case as would enable Chaffee to annul the contract and make it void on that ground. The fraud which is set up in this: that Judson did not in fact advance the money from his own pocket, but took it from the trust fund, which was not his money but the money of Goodyear and the Shoe Associates; that with that money he paid these expenses, and that he himself therefore was not entitled to any security for that. It is said that this has come out recently in the course of this cause, and that is the excuse the plaintiff offers why he has not set up the alleged fraud and avoided the contract before on that ground. For if there is fraud, gentlemen, a party has no right to lie by for a long time after he has discovered it and wait the turn of circumstances, and then, after that lapse of time, avail himself of it. He is to do it within a reasonable time. But then we come to the fact, gentlemen. The question is whether in fact this is so. It is true we have had other evidence in the trial of this cause as to where these expenses came from, but from the testimony of Chaffee it would seem that the money came from Judson's own pocket; that it was advanced by Judson to Chaffee—and Chaffee ought to have known that. He was the man who should have known certainly whether that was so or not; and if Judson did advance this money to Chaffee, then of course Chaffee was responsible to Judson for it, and therefore he (Judson) would have had a right to have security for this money. The only thing, therefore, gentlemen, is this, that the subsequent discovery, or this subsequent version of this matter, does not injure Chaffee in the least, because it is nothing to him who pays these expenses if they are now substantially paid—paid by these licensees, by Mr. Goodyear and his licensees, or by the Shoe Associates. Why that is of no importance to Chaffee; all that concerns him is, that they shall be paid by somebody other than him; that is the contract, that they shall be. Therefore, the question is, how is Chaffee injured in that statement? because there must be not only misrepresentation, but misrepresentation which does damage and injury.

It must appear that Chaffee was injured by this. What injury, gentlemen, has Chaffee suffered in consequence of this? It may be that Mr. Goodyear may have suffered injury; it may be that the licensees may have suffered injury; it may be that other persons may have suffered injury by this contract, but if Chaffee has not been injured by this contract, but rather benefited by it, why then, gentlemen, he cannot avoid it on the ground that he has suffered in consequence of misrepresentation. Well, gentlemen, if this contract had been made and perfected between Mr. Goodyear and Mr. Chaffee, he would have received $2,000. He was to receive from Judson more than that—$7,000 or $8,000 more than that under this contract; and provided that $1,500 was a bonus, it is said that would amount to something like $12,000. One answer to that is, that Chaffee was not only to have received the $3,000, but also some business accommodations which he mentioned, referring to a contract which he made with Mr. Goodyear to be concerned with him in business with regard to globes and other things. It is said that Mr. Judson informed him that Mr. Goodyear was not in a situation to carry out his contract with him; he was too poor to pay anything of a salary even, and Chaffee says that he himself knew that Goodyear was poor. Chaffee admits that he knew he was poor, and it was for Mr. Chaffee himself to consider whether or no he would run any risk in the making of this contract with Mr. Judson, from the non-fulfillment or non-performance of the other contract. But, gentlemen, I put that out of the case, whether rightfully or wrongfully, I leave it out of the case, and therefore I direct your attention to these contracts and to what took place between the parties at the time those contracts were made. I therefore say, gentlemen, that notwithstanding you may be satisfied that this was not a true representation, you will not set the contract aside on account of fraud, unless you are satisfied that Chaffee was injured thereby; and if you find the fact was true there is an end of the fraud; whatever may have been set up subsequently, if you find the fact was true that Judson did advance the expenses of the extension out of his own money—out of his own pocket—then there is no fraud.

It seems, gentlemen, that there was a contract between Staples and Goodyear and Mr. Judson in reference to what Staples and Judson should receive from Goodyear out of certain funds—out of a certain trust fund, for the services which they were to render Goodyear in regard to his patents. And it has been made a question in this cause whether those contracts compelled Judson and Staples to give their attention to the extension of this patent of Mr. Chaffee. I think, gentlemen, that construing the contract strictly, there is nothing which would warrant that. It is not specifically mentioned, though it may come within the purview, or as we sometimes say within the equity, of the paper, if Goodyear certainly was to have it all to himself, why there would seem to be no particular reason why those gentlemen should be paid out of this trust fund in which those licensees were interested.

Then, gentlemen, we come to the construction of this instrument of September 5, 1850. If we suppose it to be a good instrument, and that there is no fraud about it, then comes the question, what did that instrument mean? And here, gentlemen, I have no doubt that the instrument was intended to convey to Goodyear and to his licensees the right to use the Chaffee patent upon their paying the expenses of the extension, and paying to Chaffee the subsequent annuities, and that without a license from Chaffee this would have been and was the effect of the instrument itself; also Mr. Judson had a right to say that Chaffee should not grant a license to anybody other than Goodyear and his licensees without his consent, and so far he had a vote upon Chaffee in this particular; and Mr. Chaffee reserved the right to use the patent in his own business. This was everything, gentlemen, that he reserved. It was not everything that remained in Chaffee, because undoubtedly the legal title to the patent remained in him, not having been specially conveyed, but conveyed in trust to Mr. Judson as Chaffee's Attorney for certain particular purposes, and conveyed in trust to Mr. Judson as the trustee for Goodyear and his licensees.

There occurs a very material question, gentlemen, in the progress of this cause, as to what was the consideration of that contract. The paper itself states that the expenses were to have been paid and the annuity was to be paid; but it is stated on the part of Chaffee, and on the part of the plaintiff in this case, that there was something more to have been done, and that is, that there was what they now call a bonus of fifteen hundred dollars to be paid in addition to these annuities. That becomes very important, gentlemen, in this aspect of the case; for if that was not a bonus—if that fifteen hundred dollars was not a bonus—but was advanced by the licensees, or by Mr. Judson, why then it was advanced upon the contract which stipulated for so much per annum; and then, gentlemen, including this with the other payments, it would more than have paid Chaffee at the time when he undertook to revoke this contract. There is testimony both ways, gentlemen, upon that point; and Mr. Chaffee and Mr. Woodman are very positive upon that matter. It has importantly become of during point in this case, and that, gentlemen, often may be material, whether their memories at least, and such they cannot remember better. At any rate it is very apt to make men, if there is anything by which a scale may be overcome—it is very apt, I say, to turn one's recollections more strongly in favor of one's interest. Mr. Chaffee has a strong interest in this cause, undoubtedly. Mr. Woodman is his friend, and feels, I suppose, no more in this case than what one friend ought to feel for another. But there is, gentlemen, some testimony in this cause proceeding from Mr. Chaffee himself, to which I think it is my duty to call your attention. Your attention has been called to it by the counsel in the, gentlemen, that is to say that entire which relates to the question of the fifteen hundred dollars. One of the questions is a receipt which Mr. Chaffee gave to Mr. Judson for the time, three-fourths of the whole was paid to him, in which it states expressly that this was in advance of the agreement by which the annuities was made from Mr. Chaffee to Mr. Judson and his (Goodyear's) licensees. When Mr. Chaffee was examined in reference to that receipt, which was shown to him, he said he signed it, that it was written by Mr. Conden, and that he did not pay very particular attention to it. It would seem, therefore, gentlemen, as though he understood what the meaning of advance was, but that not paying particular attention to it he might have signed the receipt and have overlooked that. And when men are about to receive a large sum of money, they are more attending to the sum of money than to the terms of the receipt. When the terms are not very exceptionable, why they would be apt to sign it without any demur. If that were all, gentlemen, I should think that there was very little in that receipt taken by itself—very little to offset the testimony of Mr. Chaffee himself on this matter. Now, gentlemen, the bonus was that which was to be paid down; so much was to be paid down and so much was to be paid quarterly. Well, that which was to be paid down, if paid down, could not be in advance. We all see that, gentlemen. There is no advance about it. An advance is that which is paid before it becomes due—that is an advance. If I owe you money payable in one year, and pay it before the end of the year, that is an advance. But when the time comes at which it is due, and it is then paid, it is no longer an advance, but a payment. If the agreement was that this $1,500 was to be paid down, it was certainly not paid down at the time when the agreement was made, but it was paid after.

But then it was not an advance when it was paid, but simply paid in pursuance of an agreement to pay the bonus. In the letter of September the 14th, 1850, from Mr. Chaffee to Mr. Judson, he complains that unfortunately Mr. Goodyear has not been pleased with the arrangement that was made, and that he is out of employment, and he says:

"I do not know where else to look for business except to you. Please let me hear from you soon in regard to it, for I cannot afford to be long idle, and besides I have claims to settle immediately, and it will be necessary for me to have the advance of fifteen hundred dollars stipulated for." And again, gentlemen, he makes use in that letter of the same expression. "Please don't forget when the papers are redrawn, that the use of the invention or improvement in any business I may carry on is to revert to my heirs, executors, or assigns, at my death; and also that the consideration in said agreement is to be fifteen hundred dollars per annum instead of twelve hundred dollars, and that particularly to revert to my heirs, executors and administrators."

"The advance," again he says, "of fifteen hundred dollars should have been embraced in the instrument, as Woodman very well knows that it was a point which I particularly specified, only to a larger amount."

He was in necessitous circumstances, and though this contract was made to be paid quarterly to him and annually, yet it was a very convenient for him to have some money in hand; and they agreed, it seems, according to his account, to advance him fifteen hundred dollars; he wished a larger sum advanced. Then, gentlemen, there is the letter from Mr. Candee, which Chaffee carried to Mr. Ford when he went after Ford's proportion of this money. This is the letter from Mr. Candee to Mr. Ford. It shows what Mr. Candee thought of the matter at the time so early after this agreement. "I have drawn on you at sight for three hundred and seventy-five dollars, being the amount of your proportion of the advance of fifteen hundred dollars to Chaffee, Mr. Hutchinson and myself having agreed to pay him each the same amount, and enclosing you the Hayward Company going the same."

Then, gentlemen, in another letter of Chaffee's he uses the same expression, which is somewhat singular that he should continue it; a man might have used it inadvertently without understanding the meaning of it exactly, but that he should have continued from time to time the use of the same expression is somewhat extraordinary. In the letter of Dec. 5, 1850, to Mr. Judson, he speaks of his troubles. "I cannot meet my engagements, and now after the fair promises which you have made me it would be a pity, &c. . . . . I ought to have insisted upon an advance of twenty-five hundred dollars as was negotiated for, instead of fifteen hundred dollars. But relying upon your assurances that I should not lack employment, and that all should be made right and satisfactory, I thought that fifteen hundred dollars would answer, and so I think it will if the quarterly payment now due, together with my loss of time, is paid." Speaking then, gentlemen, of the inconvenience he suffers, because, if he was entitled to a bonus of fifteen hundred dollars, one would suppose he would have contended for the twenty-five hundred, or what he thought he ought to have; and that would be a thousand dollars more in his pocket than fifteen hundred dollars; but speaking of his embarrassments, and how he would be enabled to get along, and that this would all do well enough, and that there was no necessity for getting the twenty-five hundred dollars in advance, and that the fifteen hundred dollars would do if his quarterly payments were all made; that would seem to show that he understood this was an advance and not a bonus. And then, gentlemen, there will go to fortify this part of the case the receipt which Chaffee gave to Mr. Candee.

"NEW-YORK, Sept. 19, 1850.

"Received from Leverett Candee, Hiram Hutchinson, Esq., and Ford & Co., each, the sum of three hundred and seventy-five dollars, making eleven hundred and twenty-five dollars, being in advance of an agreement entered into between William Judson and myself, conveying to said Judson in trust my extended patent for Rubber Machinery." I see no difference, gentlemen, if this had been an "advance of" or an "advance on;" anything been said of a bonus, gentlemen, of the sum, though unintentionally, but the same would have been the same had it been "on" or "of." Is it in advance of an agreement that had been entered into. Now, what is that agreement? The agreement does not specify any bonus. That agreement merely specifies that the expenses are to be paid, and the annuity to be paid to Chaffee; and a payment in advance of that agreement is a payment in advance of the annuity. There is another receipt, gentlemen, in which this word "advance" is still to be found. "Received from L. Candee three hundred and seventy-five dollars, being the proportion of the Hayward Manufacturing Company of an advance by the Shoe Associates of fifteen hundred dollars on the patented machine called the Suit, gentlemen, it is your province to decide upon these matters. If you think the testimony of Mr. Chaffee and of Mr. Woodman sufficiently explains all this, and you will give entire weight to what they say was their understanding at this time, then you will draw the inference that this was a bonus. But if, from the letters which were written so near the time of this agreement, and the expressions in the letters and receipts of Mr. Chaffee, you are satisfied that the understanding of the parties was that this sum was paid as an advance and not as a bonus, why then, gentlemen, you must reconcile the testimony of those gentlemen as well as you can. What is written is written. I say, gentlemen, this becomes important upon that part of the case, and very important. Then comes the question whether, supposing that this contract has not been lived up to by Mr. Judson and the licensees of Mr. Goodyear, or by Mr. Goodyear himself—whether, I say, Mr. Chaffee had a right to revoke. Undoubtedly, gentlemen, this agreement in itself conveyed important rights to the licensees of Mr. Goodyear and to Mr. Judson. Judson was not merely the attorney of Chaffee, but a trustee for the benefit of Goodyear and his licensees. They obtained an interest in it; they were, as it is called, the cestuique trusts, and had interests which could not be destroyed at the pleasure of Mr. Chaffee.

But, gentlemen, whatever were their interests, I instruct you that no they took under Judson and through him, they could hold nothing except by the terms of that agreement; and if there was a failure on the part of Mr. Judson in the performance of that agreement or on their part, why then, gentlemen, Chaffee had a right to revoke. And here it becomes important, gentlemen, for you to ascertain whether the contract was lived up to.

There is a part of this cause with regard to expenses which has arisen subsequently, and that is to say, as to the amount which has been paid to Mr. Staples. It is contended that Mr. Staples in fact was paid. That is the statement of Mr. Judson—that he was paid by the salary which he was receiving annually, and that he was bound to render these services. But whether he was or not, gentlemen, so far as these expenses are concerned Chaffee had no right to go and pay them, and obtain rights in consequence of paying them, which he would not otherwise have had, without giving notice to Mr. Judson. Mr. Judson should have been notified at least that these expenses were demanded from Mr. Chaffee, which Mr. Judson himself was bound to pay. If he had paid them, and if he had been notified, he could have shown it. Chaffee should have given notice and should not have gone and paid Mr. Staples without notifying Mr. Judson. Chaffee cannot set up these payments as giving him rights which he might not have had if he had properly notified Mr. Judson.

With regard to the agreement of Nov. 12, 1851, it is said that neither Mr. Goodyear nor the licensees had any knowledge of that instrument, that they never assented to it, and that they are not bound by it. Now, gentlemen, it is true that Mr. Candee, if he be, for you to inform whether from his situation, and from what negotiation he had with Mr. Chaffee in regard to engrossing him from Boston to Washington, whether or not he did or not, gentlemen, I think in this light that Mr. Chaffee had a right to revoke this paper if the annuity had not been properly paid to him; and that is to be settled by determining whether this fifteen hundred dollars was in advance or not. There is a question which has been suggested, that, supposing this fifteen hundred dollars was a bonus, it ought to be restored. Undoubtedly, whether paid by Mr. Judson or by the Shoe Associates, Mr. Day—immediately after the extension and assignment to him—offered in writing to pay Mr. Judson everything that he had paid to Mr. Chaffee on account of this agreement; and of course he has a right to receive it from Day in consequence of that promise.

There are a great many points, gentlemen, which have been made in this cause which it would take me a great while to go over, and I do not think it would afford you any particular light if I should. The counsel will understand, therefore, that what I have not ruled upon as distinguished from what I have ruled upon, I refuse to rule, and they must have the benefit of it. I think, gentlemen, if you are satisfied that the annuity was paid, and that this fifteen hundred dollars which was paid was in advance, then I charge you that there was no right to revoke in this case and the plaintiff cannot recover.

If you think the plaintiff has a right to recover, then comes the question with regard to damages. The amount sued for is five thousand dollars damages; the amount claimed from the evidence that he put in, will amount to a much larger sum, but they cannot obtain any more than what they have laid in their writ. It is said that whatever benefit Dr. Hartshorne has obtained from using this machine, that has been so much profit to him, and he will pay the amount of that profit to the plaintiff. This is a proper item of damages. You are to take into consideration, however, as stated by the counsel for the plaintiff at the close of the cause, that there are other machines which enter into the manufacture, and other patents, and that you therefore have a right to make allowance for the benefit which is derived by Dr. Hartshorne from these other patents. I omitted one point in this cause, gentlemen, which was made by the counsel for the defendant, and that is as to the *estoppel in pais*. It is insisted that Dr. Hartshorne put up his machines under the eye of Chaffee, and with his assistance, and that he continued the use of them with the knowledge of Chaffee, and that now Chaffee and his assignees are estopped from suing Dr. Hartshorne to recover damages for that use. The case is likened to that of a man with a deed of a piece of land in his pocket, who allows another person to purchase it of another, and to put up buildings on that ground, and stands by without informing him that he possesses that deed, and afterwards comes and claims the ownership of that land. It seems to me, gentlemen, that the answer to the *estoppel in pais* is this, that whatever Chaffee did before August, 1856—that is, before the extension of this patent was made to be paid quarterly to him and annually, yet it was a very convenient for him to have some money in hand; and they agreed, it seems, according to his account, to advance him fifteen hundred dollars; he wished a larger sum advanced. Then, gentlemen, there is the letter from Mr. Candee, which Chaffee carried to Mr. Ford when he went after Ford's proportion of this money. This is the letter from Mr. Candee to Mr. Ford. It shows what Mr. Candee thought of the matter at the time so early after this agreement. "I have drawn on you at sight for three hundred and seventy-five dollars, being the amount of your proportion of the advance of fifteen hundred dollars to Chaffee, Mr. Hutchinson and myself having agreed to pay him each the same amount, and enclosing you the Hayward Company going the same."

Then, gentlemen, in another letter of Chaffee's he uses the same expression, which is somewhat singular that he should continue it; a man might have used it inadvertently without understanding the meaning of it exactly, but that he should have continued from time to time the use of the same expression is somewhat extraordinary. In the letter of Dec. 5, 1850, to Mr. Judson, he speaks of his troubles. "I cannot meet my engagements, and now after the fair promises which you have made me it would be a pity, &c. . . . . I ought to have insisted upon an advance of twenty-five hundred dollars as was negotiated for, instead of fifteen hundred dollars. But relying upon your assurances that I should not lack employment, and that all should be made right and satisfactory, I thought that fifteen hundred dollars would answer, and so I think it will if the quarterly payment now due, together with my loss of time, is paid." Speaking then, gentlemen, of the inconvenience he suffers, because, if he was entitled to a bonus of fifteen hundred dollars, one would suppose he would have contended for the twenty-five hundred, or what he thought he ought to have; and that would be a thousand dollars more in his pocket than fifteen hundred dollars; but speaking of his embarrassments, and how he would be enabled to get along, and that this would all do well enough, and that there was no necessity for getting the twenty-five hundred dollars in advance, and that the fifteen hundred dollars would do if his quarterly payments were all made; that would seem to show that he understood this was an advance and not a bonus. And then, gentlemen, there will go to fortify this part of the case the receipt which Chaffee gave to Mr. Candee.

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But, gentlemen, whatever were their interests, I instruct you that no they took under Judson and through him, they could hold nothing except by the terms of that agreement; and if there was a failure on the part of Mr. Judson in the performance of that agreement or on their part, why then, gentlemen, Chaffee had a right to revoke. And here it becomes important, gentlemen, for you to ascertain whether the contract was lived up to.

There is a part of this cause with regard to expenses which has arisen subsequently, and that is to say, as to the amount which has been paid to Mr. Staples. It is contended that Mr. Staples in fact was paid. That is the statement of Mr. Judson—that he was paid by the salary which he was receiving annually, and that he was bound to render these services. But whether he was or not, gentlemen, so far as these expenses are concerned Chaffee had no right to go and pay them, and obtain rights in consequence of paying them, which he would not otherwise have had, without giving notice to Mr. Judson. Mr. Judson should have been notified at least that these expenses were demanded from Mr. Chaffee, which Mr. Judson himself was bound to pay. If he had paid them, and if he had been notified, he could have shown it. Chaffee should have given notice and should not have gone and paid Mr. Staples without notifying Mr. Judson. Chaffee cannot set up these payments as giving him rights which he might not have had if he had properly notified Mr. Judson.

With regard to the agreement of Nov. 12, 1851, it is said that neither Mr. Goodyear nor the licensees had any knowledge of that instrument, that they never assented to it, and that they are not bound by it. Now, gentlemen, it is true that Mr. Candee, if he be, for you to inform whether from his situation, and from what negotiation he had with Mr. Chaffee in regard to engrossing him from Boston to Washington, whether or not he did or not, gentlemen, I think in this light that Mr. Chaffee had a right to revoke this paper if the annuity had not been properly paid to him; and that is to be settled by determining whether this fifteen hundred dollars was in advance or not. There is a question which has been suggested, that, supposing this fifteen hundred dollars was a bonus, it ought to be restored. Undoubtedly, whether paid by Mr. Judson or by the Shoe Associates, Mr. Day—immediately after the extension and assignment to him—offered in writing to pay Mr. Judson everything that he had paid to Mr. Chaffee on account of this agreement; and of course he has a right to receive it from Day in consequence of that promise.

There are a great many points, gentlemen, which have been made in this cause which it would take me a great while to go over, and I do not think it would afford you any particular light if I should. The counsel will understand, therefore, that what I have not ruled upon as distinguished from what I have ruled upon, I refuse to rule, and they must have the benefit of it. I think, gentlemen, *if you are satisfied that the annuity was paid*, and that this fifteen hundred dollars which was paid was in advance, then I charge you that there was no right to revoke in this case and the plaintiff cannot recover.

If you think the plaintiff has a right to recover, then comes the question with regard to damages. The amount sued for is five thousand dollars damages; the amount claimed from the evidence that he put in will amount to a much larger sum, but they cannot obtain any more than what they have laid in their writ. It is said that whatever benefit Dr. Hartshorne has obtained from using this machine, that has been so much profit to him, and he will pay the amount of that profit to the plaintiff. This is a proper item of damages. You are to take into consideration, however, as stated by the counsel for the plaintiff at the close of the cause, that there are other machines which enter into the manufacture, and other patents, and that you therefore have a right to make allowance for the benefit which is derived by Dr. Hartshorne from these other patents. I omitted one point in this cause, gentlemen, which was made by the counsel for the defendant, and that is as to the *estoppel in pais*. It is insisted that Dr. Hartshorne put up his machines under the eye of Chaffee, and with his assistance, and that he continued the use of them with the knowledge of Chaffee, and that now Chaffee and his assignees are estopped from suing Dr. Hartshorne to recover damages for that use. The case is likened to that of a man with a deed of a piece of land in his pocket, who allows another person to purchase it of another, and to put up buildings on that ground, and stands by without informing him that he possesses that deed, and afterwards comes and claims the ownership of that land. It seems to me, gentlemen, that the answer to the *estoppel in pais* is this, that whatever Chaffee did before August, 1856—that is, before the extension of this patent was made to be paid quarterly to him and annually, yet it was a very convenient for him to have some money in hand; and they agreed, it seems, according to his account, to advance him fifteen hundred dollars; he wished a larger sum advanced. Then, gentlemen, there is the letter from Mr. Candee, which Chaffee carried to Mr. Ford when he went after Ford's proportion of this money. This is the letter from Mr. Candee to Mr. Ford. It shows what Mr. Candee thought of the matter at the time so early after this agreement. "I have drawn on you at sight for three hundred and seventy-five dollars, being the amount of your proportion of the advance of fifteen hundred dollars to Chaffee, Mr. Hutchinson and myself having agreed to pay him each the same amount, and enclosing you the Hayward Company going the same."

Then, gentlemen, in another letter of Chaffee's he uses the same expression, which is somewhat singular that he should continue it; a man might have used it inadvertently without understanding the meaning of it exactly, but that he should have continued from time to time the use of the same expression is somewhat extraordinary. In the letter of Dec. 5, 1850, to Mr. Judson, he speaks of his troubles. "I cannot meet my engagements, and now after the fair promises which you have made me it would be a pity, &c. . . . . I ought to have insisted upon an advance of twenty-five hundred dollars as was negotiated for, instead of fifteen hundred dollars. But relying upon your assurances that I should not lack employment, and that all should be made right and satisfactory, I thought that fifteen hundred dollars would answer, and so I think it will if the quarterly payment now due, together with my loss of time, is paid." Speaking then, gentlemen, of the inconvenience he suffers, because, if he was entitled to a bonus of fifteen hundred dollars, one would suppose he would have contended for the twenty-five hundred, or what he thought he ought to have; and that would be a thousand dollars more in his pocket than fifteen hundred dollars; but speaking of his embarrassments, and how he would be enabled to get along, and that this would all do well enough, and that there was no necessity for getting the twenty-five hundred dollars in advance, and that the fifteen hundred dollars would do if his quarterly payments were all made; that would seem to show that he understood this was an advance and not a bonus. And then, gentlemen, there will go to fortify this part of the case the receipt which Chaffee